HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, May 17, 2022
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will hold a Board meeting on Tuesday, May 17, 2022, at 3:00 p.m., in Conference room 3, of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring

The Heartland Library Cooperative Governing Board will hold a meeting on Wednesday, May 18, 2022, at 10:30 a.m., at Lake Placid Memorial Library, 205 W. Interlake Blvd., Lake Placid, FL

The Recreation and Parks Advisory Committee will meet on Thursday, May 19, 2022, at 2:00 p.m., at the Highlands County Multi-Sports Complex, 216 Sheriff's Tower Rd., Sebring

The Affordable Housing Advisory Committee will hold a Public Hearing on Monday, May 23, 2022, at 2:00 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Healthy Families Highlands Advisory Board Subcommittee of Children's Services Council will hold an Advisory Board meeting on Tuesday, May 24, 2022, at 9:00 a.m. at 7205 S. George Blvd., Sebring

The Highlands County Board of County Commissioners will hold a Special Meeting for the purpose of holding a Workshop on the Evergreen Salary Study on Tuesday, May 24, 2022, at 9:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring

The Affordable Housing Advisory Committee will hold a meeting on Wednesday, May 25, 2022, at 3:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Board of Commissioners of the Highlands County Hospital District will hold a meeting on Thursday, May 26, 2022, in the Board room, 600 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Recognition of Larry Howard, Parks & Recreation Supervisor, on his retirement. Larry has over 30 years of service with Highlands County.*
Lance Marine, Parks & Facilities Director
No Fiscal Impact

6.B *County Administrator Randy Vosburg, Presentation of Years of Service Awards.*
Jonathan Harrison, Road & Bridge Director
Ingra Gardner, Community Services Director
Laney Stearns, Public Safety Director
Clinton Howerton, County Engineer
Tanya Canady, Business Service Director
No fiscal impact
Service Award Bios presenting May17 2022 rev.docx

6.C *Proclamation for EMS Week 2022 - "Rising to the Challenge".*
Public Safety Director, Chief E. Laney Stearns
There is no fiscal impact.
EMS Week.pdf

6.D *Proclamation for National Stroke Awareness Month 2022*
Public Safety Director, Chief E. Laney Stearns
There is no fiscal impact.
Stroke Month.pdf

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval of the minutes from the March 29, 2022 workshop-retreat style meeting of the Board.*
032922WKSHP-RETREAT.pdf

8.B *Request to accept into record the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) Budget Amendment #CRA C22-01 to the FY 2021/2022 Budget and Resolution 22-01 amending CRA Resolution 21-05*
Tanya Cannady, Business Services Director
There is no fiscal impact to Highlands County Board of County Commissioners.
Reso CRA 22-01 Approving BA C22-01.pdf

8.C *Request adoption of resolution 21-22-106 allowing the County Administrator the ability to draft and sign letters of support for economic development projects.*
Jeff King, Economic Development Manager
There is no fiscal impact.
Res.21.22.106_County Administrator.EDC Letters of Support.SGS.pdf

8.D *Road & Bridge Employee Job Description Revision*
Jonathan Harrison, Road & Bridge Director
No Fiscal Impact.
OLD Finish Carpenter Assistant Supervisor (0973).pdf

REVISED Finish Carpenter (0973).pdf

8.E *Request approval for City of Avon Park Interlocal Agreement for Recreation Funding.*
Tanya Cannady, Business Services
There is no fiscal impact, as this Interlocal Agreement of $110,000 was approved in the Adopted Budget for FY 21/22.
Avon Park Rec Interlocal 5.17.22.pdf

8.F *Request to approve and execute the plat of Four Bulls Subdivision for recordation.*
Clinton Howerton, Jr., P.E., County Engineer
There will be no additional fiscal impact, CR 17-A is maintained by the County already.
Four Bulls Sub_Location Map-11x17.pdf
Four Bulls 11x17.pdf

8.G *Request approval of the Florida Department of Transportation (FDOT) State Highway Lighting, Maintenance, and Compensation "Exhibit A" ASH11, Financial Project NO. 412579-1-78-02 FY 22-23.*
Clinton Howerton, Jr., P.E., County Engineer
Upon approval of the agreement, the County will receive $233,046.84 in Fund 110 (Transportation Trust) as compensation for maintaining streetlights for the State Highways for the FDOT Fiscal Year 22/23 which will be budgeted in the FY 22/23 budget.
Combined Resolution Highway Lighting & Agreemnt Board Meeting date 5-17-22.pdf

8.H *Request approval to move forward with the sale of 83 County owned surplus properties and provide the County Administrator the authority to execute the Deeds.*
Brandon Gunn, Projects Manager
The fiscal impact is revenue totaling $353,694.00 to the General Fund from sale of the properties and the properties will be back on the Tax Roll.
Notice of Intent-Revised 5.3.22.pdf

8.I *Request to approve Supplemental Agreement #1 for Project 17062 - Sebring Parkway Phase IIA and Supplemental Agreement #2 for Project 17063 - Sebring Parkway Phase IIB.*
Clinton Howerton Jr., P.E., County Engineer
There is no fiscal impact to Fund 151 (Infrastructure Surtax) or to the overall FY 21-22 budget as there are no monetary changes within these supplemental agreements.
429841-1 Supplemental Agreement #1 (17062)_5.19.22 Mtg.pdf
433553-1 Supplemental Agreement #2 (17063)_5.19.22 Mtg.pdf

8.J *Request approval of Budget Amendment 21-22-078 in the amount of $35,915.00 to complete the Engineering Design and Permitting Services for the Highlands County Solid Waste Management Center (HCSWMC) – Borrow Pit Mining Project #20045.*
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 21/22 budget as this budget amendment is transferring $35,915.00 from the Solid Waste Reserve for Contingency account.
Attachment A - Bonneted Bat & Grasshopper Sparrow Envir.pdf
21-22-078 Proj 20045 Addendum No 2 New Borrow Pit (BA).pdf
21-22-078 Proj 20045 Addemdi, Mo. 2 New Borrow Pit (Reserve).pdf

8.K *Request approval of Budget Amendment 21-22-080 in the amount of $11,000.00 to*

replace the intercom system at the Arbuckle Creek Landfill scale house.
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 21/22 budget as this budget amendment is transferring $11,000.00 from Other Contractual Services (53437) to Improvements Other Than (56300) within Cost Center 4210 – Refuse Disposal.
21-22-080 Intercom System at Landfill (BA).pdf

9 PUBLIC HEARING

9.A *Public hearing to consider proposed Ordinance No. 21-22-21 to amend Chapter 9, Article XXVI, Sun 'N Lakes of Lake Placid Recreation District.*
Tanya Cannady, Business Services Director
Valerie Fleeger, Budget Analyst II/NAV

The boundary expansion will increase the annual assessment revenue. The fiscal impact will vary based on proposed changes to the methodology, which is scheduled as a public hearing on June 21, 2022.
Sun N Lakes Lake Placid Letter_Final.pdf
Ordinance.Sun N Lakes LP Rec Dist. Boundary Change.pdf
GIS Map_Proposed Boundaries_05.17.22.pdf
SNL LP Public Notice_Affidavit of Publication_Corr.pdf

9.B *Public hearing to consider proposed Ordinance No. 21-22-20 to repeal Chapter 9, Article XIX, Hickory Hills Special Benefit District.*
Tanya Cannady, Business Services Director
Valerie Fleeger, Budget Analyst II/NAV
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Ordinance.MSBU.Hickory Hills Repeal.SGS.pdf
Hickory Hills Repeal_Mailing_05.17.22.pdf
HH Public Notice_Affidavit of Publication_05.17.22.pdf

9.C *Public hearing to consider proposed Ordinance No. 21-22-19 to repeal Chapter 9, Article IV, Sebring Manor Special Benefit District.*
Tanya Cannady, Business Services Director
Valerie Fleeger, Budget Analyst II/NAV
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Ordinance.MSBU.Sebring Manor Repeal.SGS..pdf
Sebring Manor Repeal_Mailing_05.17.22.pdf
SM Public Notice_Affidavit of Publication_05.17.22.pdf

9.D *Public hearing to consider proposed Ordinance No. 21-22-18 to repeal Chapter 9, Article IX, Bonnett Creek Acres Special Benefit District .*
Tanya Cannady, Business Services Director
Valerie Fleeger, Budget Analyst II/NAV
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Ordinance.MSBU.Bonnett Creek Repeal.SGS.pdf

Bonnett Creek Repeal_Mailing_05.17.22.pdf
BC Public Notice_Affidavit of Publication_05.17.22.pdf

9.E *Public hearing to consider proposed Ordinance No. 21-22-17 to repeal Chapter 9, Article XXXVII, Vantage Pointe II Special Benefit District.*
Tanya Cannady, Business Services Director
Valerie Fleeger, Budget Analyst II/NAV
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Ordinance.MSBU.Vantage Pointe Repeal.SGS..pdf
Vantage Point Repeal_Mailing_05.17.22.pdf
VP Public Notice_Affidavit of Publication_05.17.22.pdf

9.F *Public hearing to consider proposed Ordinance No. 21-22-16 to repeal Chapter 9, Article XXI, Somervale Downs Special Benefit District.*
Tanya Cannady, Business Services Director
Valerie Fleeger, Budget Analyst II/NAV
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Ordinance.MSBU.Somervale Downs Repeal.SGS.pdf
Somervale Downs Repeal_Mailing_05.17.22.pdf
SD Public Notice_Affidavit of Publication_05.17.22.pdf

9.G *Public hearing to consider CPA-22-599LS for Transmittal to the Florida Department of Economic Opportunity, a Large-Scale Plan Amendment for Text Amendments to the Highlands County 2030 Comprehensive Plan and updates to the Water Supply Facilities Work Plan.*
Melony Culpepper, Planning and Zoning Manager
There is no fiscal impact.
Staff Report CPA-22-599LS WSP 2022-2032 BCC.pdf
Water Supply Plan Update Final Draft.pdf

10 ACTION AGENDA

10.A *Request adoption of Resolution 21-22-111 of the Board of County Commissioners of Highlands County, Florida approving the issuance by the Highlands County Health Facilities Authority (the "Authority") of its Revenue Bonds (AdventHealth Obligated Group) in an aggregate principal amount not to exceed $350,000,000, in one or more series over the longest period permitted by law for the benefit of Adventist Health System/Sunbelt, Inc., a Florida not-for-profit corporation, and certain affiliated not-for-profit corporations.*
County Administrator Randy Vosburg with Attorney J. Michael Swaine
Section 3 of the proposed Resolution expressly provides that any bonds that may be issued do not constitute a debt, liability or obligation of Highlands County or the State and will not obligate any tax money for the repayment.
2022_Highlands_TEFRA_Resolution_4891-7626-1918_v2.SGSfinal.docx

10.B *Quarterly Update on the American Rescue Plan Act (ARPA) Projects*
Liz Barber, Legislative Affairs & Grants Coordinator
Brandon Gunn, ARPA Project Manager

No fiscal impact.
ARPA APPROVED PROJECTS_5_17_22.pdf
SNL Requests_ARPA_Spreadsheet_for_BOCC April 5.pdf

11 COUNTY ADMINISTRATOR AND LEGAL

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

11.B *Commissioner's Priorities and the Project Status Report.*
Randy Vosburg, County Administrator
There is no fiscal impact.
Status - Project Updates (FINAL) 05.17.2022.pdf
Status - Commissioner's Priorities (FINAL) 05.17.2022.pdf

11.C *Update on the Memorial Culvert Project*
Jonathan Harrison, Road & Bridge Director
JD Langford, Assistant County Engineer
Undetermined.

12 COMMISSIONERS

13 INFORMATIONAL

13.A *Board payables from May 3, 2022 to May 31, 2022*

14 ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

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

SUBJECT/TITLE: **Recognition of Larry Howard, Parks & Recreation Supervisor, on his retirement. Larry has over 30 years of service with Highlands County.**

STATEMENT OF ISSUE

Larry Howard started his career with the Board of County Commissioners in January 1992 as a trainee Aquatic Weed Control Technician. In June 1994, he was promoted to Crew Leader I in Parks & Recreation. In April 2001, Larry was promoted to Parks & Recreation Assistant and in July 2014 he became the Parks & Recreation Supervisor. Larry Howard has played an instrumental role over the years in the development and maintenance of Highlands County's Recreational Parks and Boat ramps as well as the building and maintenance of the Sports Complex.

RECOMMENDED ACTION

Recognize Larry Howard, Parks & Recreation Supervisor, on his retirement.

FISCAL IMPACT

No Fiscal Impact

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER:	**Jonathan Harrison, Road & Bridge Director** **Ingra Gardner, Community Services Director** **Laney Stearns, Public Safety Director** **Clinton Howerton, County Engineer** **Tanya Canady, Business Service Director**
SUBJECT/TITLE:	**County Administrator Randy Vosburg, Presentation of Years of Service Awards.**

STATEMENT OF ISSUE

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

Landfill Finish Operator, James Price, 5 Years of Service
Library Assistant, Melissa Shannon, 5 Years of Service
Firefighter Paramedic, Isaac Mucklow, 5 Years of Service
Public Safety Administrative, Patricia Sapp, 10 Years of Service
Paramedic, Javier Peralta, 20 Years of Service
Crew Leader II - Mowing R & B, Keith Quiel, 35 Years of Service
Business Services Administrative Coordinator, Kimberly Middleton 35 Years of Service

RECOMMENDED ACTION

Presentation of an Award Certificate and Pin to each recipient.

FISCAL IMPACT

No fiscal impact

Attachments: Service Award Bios presenting May17 2022 rev.docx

Bios

5 Years of Service	James Price started with the County in March 2017, when he was hired as a Landfill Spotter. He was promoted, in 2018, to Landfill Operator III and in February 2020 to Landfill Finish Operator.
5 Years of Service	Melissa Shannon started with the Board of County Commissioners in March 2017 as a Library Assistant and continues in that position today.
5 Years of Service	Isaac Mucklow was hired as a Paramedic in May 2017. In 2019, he was promoted to Firefighter Paramedic and continues in that role today.
10 Years of Service	Patricia Sapp was permanently hired in May 2012 as an Emergency OPS Program Assistant. In October 2018, she became an Administrative Assistant in the Public Safety area.
20 Years of Service	Javier Peralta was hired by the Board of County Commissioners in March 2002 as an Emergency Medical Technician. He was promoted to Paramedic in January of 2006 and continues to serve the County in that position.
35 Years of Service	Keith Quiel became a County employee in April 1987 starting as a Tractor Mower Operator. In January 1992, he was promoted to Crew Leader I. In 2002, Keith was promoted to Crew Leader II – Patch Crew and in 2009 to Crew Leader II – Mowing.
35 Years of Service	Kimberly Middleton started with the Board in April 1987 as a Switchboard Operator. In 1990, she moved to OMB as an Administrative Secretary. In 2006, she was promoted to Office Manager for OMB and in 2018, Kimberly

became the Business Services Administrative Coordinator.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

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

SUBJECT/TITLE: **Proclamation for EMS Week 2022 - "Rising to the Challenge".**

STATEMENT OF ISSUE

May 15th - 21st, 2022 is "Emergency Medical Services Week". Each year the Highlands County Commission is asked to make a proclamation for the designation of "Emergency Medical Services Week". The proclamation helps in public awareness and demonstrates our community's appreciation of the commitment first responders, emergency medical technicians and paramedics daily exhibit through compassionate, lifesaving care to those in need.

RECOMMENDED ACTION

Move to approve the Proclamation recognizing May 15-21, 2022 as "Emergency Medical Services Week" in Highlands County.

FISCAL IMPACT

There is no fiscal impact.

Attachments: EMS Week.pdf

Proclamation

Highlands County Board of County Commissioners

WHEREAS, Emergency Medical Services (EMS) is a vital public service; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, EMS plays a critical role in public outreach and injury prevention, and is evolving in its role as an important member of the healthcare community; and

WHEREAS, first responders, emergency medical technicians and paramedics stand ready to provide compassionate, lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, emergency medical responders are supported by emergency medical dispatchers, firefighters, law enforcement officers, educators, administrators, researchers, emergency nurses, emergency physicians and others; and

WHEREAS, the members of EMS teams both career and volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of EMS practitioners by designating Emergency Medical Services Week;

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Highlands County, Florida in regular session, duly assembled, in recognition of this event does hereby proclaim May 15th - 21st, 2022 as

EMERGENCY MEDICAL SERVICES WEEK

With the theme "EMS: Rising to the Challenge" and encourages the people of Highlands County, Florida to observe this week with appropriate programs, ceremonies, and activities.

Done and adopted this_____day of May 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

_____
Kathleen G. Rapp, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

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

SUBJECT/TITLE: **Proclamation for National Stroke Awareness Month 2022**

STATEMENT OF ISSUE

Request to approve proclamation recognizing the Month of May as "National Stroke Awareness Month". National Stroke Awareness Day was proclaimed in 1989 by President George H. W. Bush. It had been observed for many years before the proclamation. The Centers for Disease Control, the American Heart Association, World Stroke Campaign, and many others have all participated in bringing education, research, and treatment on a global basis.

RECOMMENDED ACTION

Move to approve the Proclamation for National Stroke Awareness Month

FISCAL IMPACT

There is no fiscal impact.

Attachments: Stroke Month.pdf

Proclamation

Highlands County Board of County Commissioners

WHEREAS, Stroke is the second leading cause of death in the world, the fifth leading cause of death in the United States; and

WHEREAS, Strokes can happen to anyone, at any age, and about one in four people worldwide will have a stroke in their lifetime. On average in 2016 someone died of a stroke every three minutes and 33 seconds; and

WHEREAS, Each year, roughly 800,000 people in the United States have a stroke, yet 90 percent of strokes are linked to ten avoidable risks. Nearly 50 percent of all adults in the US have high blood pressure, the leading cause of strokes, and 74 percent of people with high blood pressure do not currently have it under control. Approximately, 2.7 million deaths were attributed to ischemic stroke and approximately 2.8 million deaths to hemorrhagic stroke: and

WHEREAS, Research shows that while most people say they would call 9-1-1 in a stroke emergency, real-world data shows that up to 75 percent of those experiencing a stroke first call friends or family, thinking their symptoms were not serious and would go away on their own. This results in important time lost and limits medical options to reduce the chances of disability and death; and

WHEREAS, Florida recognizes the various organizations around our state, including American Stroke Association, that have made significant contributions to spreading community awareness through outreach, education and screening programs. Through their efforts, the community is empowered with the lifesaving F.A.S.T message of early detection, knowledge regarding the importance of calling 9-1-1, and prevention information for stroke risk factor modification. Through stroke prevention and community awareness, an opportunity exists to unite the citizens of Florida to prevent stroke deaths.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Highlands County, Florida in regular session, duly assembled, in recognition of this event does hereby proclaim May 2022 and future years as Stroke Awareness Month and encourage all resident to participate, educate and become aware of the signs of a stroke.

Done and adopted this _____day of May 2022

BOARD OF COUNTY COMMISIONERS
HIGHLANDS COUNTY, FLORIDA

_____

Kathleen G. Rapp, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the March 29, 2022 workshop-retreat style meeting of the Board.**

RECOMMENDED ACTION

Move approval of the minutes from the March 29, 2022 workshop-retreat style meeting of the Board.

Attachments: 032922WKSHP-RETREAT.pdf

SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS
(RETREAT STYLE WORKSHOP)
MARCH 29, 2022

1. The meeting was called to order at 8:00 a.m., in the Champion for Children Circle Theatre at 202 Circle Park Dr., Sebring, Florida, with the following members present:

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

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

This meeting was properly advertised, and a Proof of Publication was provided to the Clerk to become part of the permanent record. ***See Proof of Publication file.***

2. INVOCATION
The meeting opened with a prayer led by Commissioner Kevin J. Roberts.

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

4. CONTINENTAL BREAKFAST, INTRODUCTION & GROUND RULES
Ashley Gill, Ag Extension Office Director, announced that breakfast this morning has been provided by the Extension Office with members of her team working with producers from Highlands County and from Florida to bring this together. Randy Vosburg, County Administrator, thanked Ms. Gill and her team for providing the breakfast. ***See SMB 146 Page 105.***

Randy Vosburg, County Administrator, recognized Commissioner Roberts and Mr. Harry Havery for facilitating the use of the theatre, and staff for their efforts in putting this special meeting together. Mr. Vosburg stated this is the first ever Board Retreat and thanked staff and the Commission for their willingness as they will find this to be very productive. He also thanked the Clerk and his staff for being present and accommodating.

Mr. Vosburg discussed today's event schedule and stated department directors will be presenting their department's SWOT analyses (Strengths, Weaknesses, Opportunities & Threats). Mr. Vosburg stated that time has been reserved at the end of the meeting for open discussion and for feedback as to how this retreat can be improved for next year.

5. DEVELOPMENT SERVICES
Leah Sauls, Development Services Director, provided a presentation on Development Services and their vision and goals. Development Services is comprised of the following:

- Building
- Code Enforcement
- Planning & Zoning
- Tourist Development

- Economic Development

Ms. Sauls defined what Development Services does and their SWOT analysis. ***See SMB 146 Page 106.***

6. ENGINEERING & SOLID WASTE DEPARTMENTS

Clinton "Gator" Howerton, Jr., County Engineer, provided a presentation on the Engineering and Solid Waste Departments, comprised of the following:

- Engineering Division
- Traffic Operations Division
- Surveying Division
- GIS/Addressing Division
- Solid Waste Department

Mr. Howerton defined what each division/department does, and his departments' SWOT analysis. ***See SMB 146 Page 107.***

Mr. Howerton addressed Commissioner Roberts' concerns regarding traffic.

7. HIGHLANDS COUNTY FIRE RESCUE

Chief Laney Stearns, Public Safety Director, provided a presentation on the Highlands County Fire Rescue and their new vision, including expectations and goals, and defined their SWOT analysis. ***See SMB 146 Page 108.***

8. ROAD & BRIDGE

Jonathan Harrison, Road & Bridge Director, provided a presentation on the Road and Bridge Department, comprised of the following:

- Road & Bridge Operations
- Asphalt Plant
- Invasive Plant Management
- Natural Resources

Mr. Harrison read the description of his department, the present outlook, vision development, priority management, employee turnover, and the departments' SWOT analysis. ***See SMB 146 Page 109.***

In regards to employee turnover, Randy Vosburg stated staff has started a retention & recruitment committee, with direction from Ingra Gardner, Community Programs Director.

In regards to vacancies, Mr. Vosburg stated that as of March 22, 2022, there were 43 vacancies within the following four departments:

- Engineering Department (15 vacancies)
- Road & Bridge (9 vacancies)
- Public Safety (5 vacancies)
- Parks & Facilities (4 vacancies)

Mr. Vosburg also stated they are making progress with filling those vacancies.

9. UF/IFAS EXTENSION OFFICE

Ashley Gill, Extension Office Director, provided a presentation on the UF/IFAS Extension Office, describing who they are, where they're going, and how they plan to get there. ***See SMB 146 Page 110.***

10. BUSINESS SERVICES

Tanya Cannady, Business Services Director, provided a presentation on the Business Services Division, comprised of the following:

- Office of Management & Budget (OMB)
- Non-Ad Valorem Assessments
- Purchasing, Land Sales
- Human Resources
- Risk Management
- Emergency Medical Services (EMS) Billing

Ms. Cannady defined what each division/department does and presented their SWOT analysis. ***See SMB 146 Page 111.***

Break: 9:45 a.m. to 9:57 a.m.

11. COMMUNITY PROGRAMS DEPARTMENT

Ingra Gardner, Community Programs Director, provided a presentation on the Community Programs Department, defining what each of the following departments do, as well as their mission and vision:

- The Ruth E. Handley Children's Advocacy Center (CAC)
- Housing
- Human Services
- Public Libraries
- Veteran Services Office (VSO)

Cynthia Acevedo, Community Programs Assistant Director, provided a presentation on Healthy Families-Highlands, defining what this department does for the community, their mission, challenges and vision.

Ms. Gardner stated the Community Programs Department is responsible for all community-based programs and activities of the Board of County Commissioners and is a collaborative hub for resources designed to aid economically disadvantaged individuals and families in Highlands County. ***See SMB 146 Page 112.***

12. PARKS & FACILITIES DEPARTMENT

Lance Marine, Parks & Facilities Director, provided a presentation comprised of the following:

- Facilities Management
- Custodial Service
- Sports Complex and Parks & Recreation Management
- Capital Project Management
- ARPA Project Management

Mr. Marine defined the responsibilities of the Parks & Facilities Department and presented the departments' SWOT analysis. ***See SMB 146 Page 113.***

Parks & Facilities Superintendent Richard "Ric" Fleeger recognized Mr. Marine for the great job he has done and thanked him with applause.

13. COMMISSION COMMENT

Mr. Vosburg stated that he could not be prouder of the directors and thanked them with applause for their presentations. Mr. Vosburg also recognized all of the assistant directors.

Mr. Vosburg asked the directors to come back to the stage and opened the floor for Commission comment.

In regards to traffic, Commissioner Kirouac addressed concerns he has received from the public, particularly with Lake Damon Road, Whisper Circle and the area near the Blue Lagoon, and on the progression of intersections on US Highway 27. Mr. Howerton stated that he is aware of these concerns and FDOT had considered that particular intersection near the Blue Lagoon back when the eye center (Eye Specialists of Mid Florida, PA) was developed in 2002 and there were initially plans for frontage roads on both sides of Highway 27, but that did not materialize. He said that FDOT wants traffic to move more efficiently and putting in more traffic lights would hinder rather than make traffic run smoother.

Commissioner Rapp stated that she was in awe of the presentations and thanked the directors for all that they do.

In regards to roads, Commissioner Rapp addressed concerns she has received from the public, particularly Tubbs Ranch Road, which she and Jonathan Harrison, Road & Bridge Director, will be visiting tomorrow. She stated that she received a call from a constituent who has been concerned with emergency vehicles traveling on this road and questioned if the county could be paid to resurface the road. Since this is not possible, Commissioner Rapp questioned what direction they can give constituents. Mr. Harrison stated it is very difficult to act on private roads as public funds cannot be expended on these roads, but the first thing to do is assess the road and follow the proper channels.

In regards to Healthy Families, Commissioner Tuck questioned Ingra Gardner, Community Services Director, if the monitoring of children until they are 5 years of age qualifies for anyone and do the Family Support Workers visit the maternity wards in hospitals to assist with new mothers. Ms. Gardner stated that the qualification is inherently based on risk factors and for hospital visits, clinicians do provide potential cases.

In regards to employee turnover, Commissioner Roberts expressed his concerns. Mr. Vosburg stated that it varies by department, but the general reason is due to salaries. Jonathan Harrison, Road & Bridge Director, stated government or county positions are paid relatively lower than the private sectors or municipalities, who have grown in benefits that are covered at or near 100%, so it is hard for employees with government or county positions as they have to balance between their salary and deduction of their insurance benefits. Ashley Gill, Ag Extension Office Director, stated that she has implemented a wellness room at her office for her employees, so they have a place at work for themselves. Leah Sauls, Development Services Director, stated many of the department's sizes have not changed, but the number of daily tasks has grown exponentially over the past 10 years, so they are trying different ways to become more efficient. Ric Fleeger, Parks & Facilities Superintendent, stated that in the past they had outside vendors and when he joined the department, as a technical person, he started to fill the role and processed that training moving forward, but now are at a point where they have to decide whether to keep them or let them go because private sectors are smart, and they see the talent and take those employees.

Commissioner Tuck questioned if the directors feel the qualifications for a position are too stringent or should they change due to the employees training; and questions their thought process on a 4-day work week rather than a 5-day work week.

Ingra Gardner, Community Programs Director, stated that she believes retention starts when an employee signs on the dotted line, and they as directors, need to look at what they are doing from ground zero in order to retain those employees. She said unfortunately it is the opposite for Healthy Families where she has had several conversations, always positive, with Healthy Families Florida because the Family Support Worker position only requires a high school diploma and intense case management is required and the ability to be culturally sensitive.

Tanya Cannady, Business Services Director, stated that job descriptions are ever-changing and should always be looked at with the duties of that person, the job requirements and their experience and not just a degree.

In regards to a 4-day work week, Mr. Vosburg stated that some departments are already on a 4-day work week and thanked the Commission for being receptive and understanding of the environment they are stepping into. Mr. Vosburg also stated that Highlands County is a traditional community that may not be receptive to their government offices being closed on a Friday, but should they decide to go that route, he will need to work through a process to talk to county citizens.

In regards to retention, Commissioner Campbell stated that he is curious to see what comes out of the committee because it definitely benefits pay and recognized the directors for their presentations and for all they do.

In regards to a 4-day work week, Commissioner Kirouac questioned the potential to have some employees off on Mondays and others off on Fridays, while remaining operational five days a week. Commissioner Roberts stated that when he worked for the county the last five years, they did go to a 4-day work week with some off on Mondays and others off on Fridays, and morale was up and would benefit still now.

Mr. Vosburg thanked the directors for their presentations with applause.

14. LEGAL DEPARTMENT

Sherry G. Sutphen, County Attorney, provided a presentation and the definition, purpose and importance of the following:

- Records Custodian
- Sunshine Law
- Ethics

Ms. Sutphen also defined the importance of the division of responsibility between the commission side and the administration side of the house and addressed questions raised by the Commission regarding fact finding and the exemption of addresses made public for elected officials. ***See SMB 146 Page 114.***

15. SWOT (STRENGTHS, WEAKNESSES, OPPORTUNITIES & THREATS) DEVELOPMENT

Randy Vosburg, County Administrator, and Laurie Hurner, Deputy County Administrator/Chief of Staff, described what is SWOT Analysis, what SWOT Development means, and presented a compilation of the Board's directors' and administration staff's Internal SWOT Analysis. ***See SMB 146 Page 115.***

Mr. Vosburg and Ms. Hurner introduced an exercise for the Commission to conduct their own perspective on the Board's SWOT.

16. WORKING LUNCH & SWOT DISCUSSION

A Prayer of Blessing was led by Commissioner Kevin J. Roberts.

The Commission's Board SWOT Analysis was compiled and discussed as follows:

STRENGTHS:

- Staff, Directors, Administrators, Legal, & New Commissioners
- Sense of community
- Dedicated department heads
- Open communication
- Supporting employees in time of need
- Outstanding workforce
- Caring for the community
- Teamwork/collaboration
- Quality

WEAKNESSES:

- Workforce retention
- Time management in some departments
- Inter-Department communication
- Inability to run like regular business
- Budget / Salary / Benefits
- Aging workforce
- Longevity of staff
- Issue tracking & follow through
- Advanced notification on hot topic issues

OPPORTUNITIES:

- More PR to the public as to our many accomplishments
- Find creative ways to enhance benefits beyond salary
- ARPA / Infrastructure
- Part-time employment
- Economic growth
- Increase tourism
- Broadband expansion
- Education & training
- Employee togetherness
- Public information on infrastructure issues
- Flexible work schedules
- Involving stakeholders on high profile issues
- Improved relations with media

THREATS:

- Constant turnover
- Salaries (need to keep up with cities would be an improvement)
- Tax increases
- Health insurance
- Inflation
- Employee retention
- Natural disasters
- Minimum wage increase
- Salary compression

- Economy
- Managing growth
- Misinformation

Jerome Kaszubowski, Clerk of Courts, recognized Board staff for inviting him to the workshop, for the directors' informative presentations, and all the Board does for the Clerk's office. Mr. Kaszubowski recognized Ric Fleeger, Parks & Facilities Superintendent, on his retirement and the outstanding job over the years that he and his staff have done for the Clerk's office.

In regards to Tanya Cannady's (Business Services Director) presentation, Mr. Kaszubowski stated that he and staff are addressing the aging financial system and expect to have some movement in that area in the next year or two.

17. PRELIMINARY BUDGET OUTLOOK FY 22/23 & TAX CUT PLAN

Tanya Cannady, Business Services Director, and David Nitz, OMB Manager, provided a presentation on the Preliminary Budget Outlook FY 22/23 & Tax Cut Plan. ***See SMB 146 Page 116.***

Ms. Cannady also announced that David Nitz has been appointed the Assistant Business Services Director in addition to his position as OMB Manager.

18. UTILITY PROJECT

Meghan DiGiacomo, Executive Manager of Business/Economic Development, and Jeffrey King, Economic Development Manager, provided a presentation on the Utilities Expansion. ***See SMB 146 Page 117.***

19. IMPACT FEE DISCUSSION

Sherry G. Sutphen, County Attorney, Clinton "Gator" Howerton, Jr., County Engineer, and Leah Sauls, Development Services Director, presented the importance of an Impact Fee Study, the Impact Fees Status as of March 29, 2022, and addressed questions and concerns raised by the Commission. ***See SMB 146 Page 118.***

20. RECREATION MASTER PLAN

Lance Marine, Parks & Facilities Director, Richard "Ric" Fleeger, Parks & Facilities Superintendent, and Randy Vosburg, County Administrator, provided a presentation on the Recreation Master Plan and addressed questions raised by the Commission. ***See SMB 146 Page 119.***

Break: 2:15 p.m. – 2:25 p.m.

21. LEGISLATIVE AFFAIRS & GRANTS UPDATES

Liz Barber, Legislative Affairs Grant Coordinator, provided a presentation on Legislative Affairs & Grants Updates and addressed questions raised by the Commission. ***See SMB 146 Page 120.***

22. COUNTY GOAL DEVELOPMENT

Randy Vosburg, County Administrator, Laurie Hurner, Deputy County Administrator/Chief of Staff, and Liz Barber, Legislative Affairs Grant Coordinator, presented the updated list of Commissioner's Priorities and Project Status Report as of March 28, 2022, and defined what are SMART (Specific / Measurable / Achievable or Attainable / Relevant / Time-Bound) Goals and why they are important. ***See SMB 146 Page 121A.***

Mr. Vosburg requested feedback from the Commission to summarize the SMART Goals for BOCC. ***See SMB 146 Page 121B.***

Break: 3:10 p.m. – 3:20 p.m.

23. INTRODUCTION OF POLK VISION CONCEPT

Kim Long, Executive Director, Polk Vision, Inc., provided a presentation on the concept of Polk Vision and addressed questions raised by the Commission. ***See SMB 146 Page 122.***

Break: 4:05 p.m. – 4:13 p.m.

24. COMMISSIONER ROUNDTABLE

In regards to Development Services, Commissioner Kirouac questioned if when builders come in, especially speaking in terms mostly of commercial properties, are they given any type of hand out or anything on commercial fire codes or when buildings require fire sprinklers for example. Chief Stearns, Public Safety Director, stated that he would encourage all builders to bring their plans in and have a free consultation with the fire marshal before permitting. Leah Sauls, Development Services Director, concurred and stated pre-application meetings are held so they can help on the front side as much as possible.

In regards to Tourist Development, Commissioner Tuck addressed her concerns that Sebring is the only city mentioned on the Tourist Development emblem, "Visit Sebring", and would like Lake Placid and Avon Park more involved. Commissioner Tuck questioned the percentage with the cent tax. Mr. Vosburg and Ms. Sauls addressed Commissioner Tuck's concerns.

Commissioner Roberts recognized the county staff for organizing this retreat and stated their hard work showed by their representations.

In regards to buying properties, Commissioner Campbell questioned the disclosure process for buyers so buyers will know before buying if their property is on a county-maintained road or not. Mr. Vosburg stated staff is looking into this topic for a solution.

Commissioner Rapp recognized the directors and staff for their educational presentations, and to Ashley Gill, Ag Extension Office Director, for providing breakfast and lunch.

25. EVENT CONCLUSION

Randy Vosburg, County Administrator, recognized the directors and staff for putting this event together, Ashley Gill, Ag Extension Office Director, for providing the food, and the commissioners for being actively engaged. Mr. Vosburg thanked Harry Havery for allowing the retreat to take place at the Circle Theatre.

Mr. Vosburg stated several action items have come out of this retreat and staff will coordinate and bring those back to the Board accordingly.

In regards to Commissioner Campbell's comments on roads and new people moving into the area, Commissioner Kirouac stated that he spoke at the Realtors Association Luncheon and stated they would be very receptive if staff shares useful information when it comes to existing shell roads, sidewalks & paved roads.

Mr. Vosburg adjourned the meeting at 4:45 p.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

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

SUBJECT/TITLE: **Request to accept into record the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) Budget Amendment #CRA C22-01 to the FY 2021/2022 Budget and Resolution 22-01 amending CRA Resolution 21-05**

STATEMENT OF ISSUE

The Board of County Commissioners of Highlands County, Florida created a redevelopment trust fund for the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) per Section 163.387, Florida Statutes.

As a result of certain delays and exigencies in the coordination and scheduling of certain projects approved under the Community Redevelopment Plan Update, the CRA needs to reallocate funds within the FY 2021/2022 budget.

RECOMMENDED ACTION

Move to accept into the record Budget Amendment #CRA C22-01 and Resolution 22-01 to the FY 2021/2022 Budget and amending CRA Resolution 21-05.

FISCAL IMPACT

There is no fiscal impact to Highlands County Board of County Commissioners.

Attachments: Reso CRA 22-01 Approving BA C22-01.pdf

CRA RESOLUTION NO. 22-01

A RESOLUTION OF THE SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE FIRST AMENDMENT TO THE FISCAL YEAR 2021/2022 BUDGET AND AMENDING CRA RESOLUTION 21-05; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Highlands County, Florida created a redevelopment trust fund ("Trust Fund") for the Sebring Regional Airport and Industrial Park Community Redevelopment Agency ("CRA") pursuant to Section 163.387, Florida Statutes; and

WHEREAS, for Fiscal Year 2021/2022, the CRA budgeted and appropriated funds deposited in the Trust Fund to pay certain administrative and operating expenses as well as project and program expenses of the CRA in accordance with the Community Redevelopment Plan Update – Second Updated, dated November 19, 2015 (the "Plan); and

WHEREAS, CRA Resolution 21-05 was approved by the CRA on September 16, 2021 adopting the Fiscal Year 2021/2022 Budget as presented; and

WHEREAS, Section 189.016(6), Florida Statutes, provides that the CRA may amend its budget at any time within a fiscal year; and

WHEREAS, as a result of certain delays and exigencies in the coordination and scheduling of certain projects approved under the Plan, the CRA needs to reallocate funds within the Fiscal Year 2021/2022 Budget; and

WHEREAS, there is a need to true-up the Trust Fund's net balance at the end of Fiscal Year 2020/2021 by an increase of $6,060.00 as reflected in the CRA's 2021 Audit.

NOW, THEREFORE, BE IT RESOLVED BY THE SEBRING REGAIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY:

RESOLUTION NO. 22-01

1. The Board of Commissioners of the CRA hereby approves and adopts the Budget Amendment # CRA C22-01 (the "Amended Budget") attached hereto as Exhibit "A."

2. CRA Resolution 21-05 is hereby amended in accordance with Exhibit "A" hereto.

3. This resolution shall become effective immediately upon adoption.

PASSED IN PUBLIC SESSION of the Board of Commissioners of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency, this 17th day of April, 2022.

(Printed Name) Beverly K. Glarner

(Printed Name) Mike Willingham

By:
- ☑ Pete McDevitt as its Chair or
- ☐ Carl Cool, as its Vice Chair

Attest:
- ☑ Mark Andrews, as its Secretary or
- ☐ Sidney Valentine, as its Asst. Secretary

ADOPTED this 21st day of April, 2022.

SEBRING REGIONAL AIRPORT AND COMMUNITY REDEVELOPMENT AGENCY
BUDGET AMENDMENT # CRA C22-01
EFFECTIVE ACCOUNTING PERIOD: March 31, 2022

4/21/2022

SUBMITTED BY: Colleen Plonsky
SIGNATURE: Colleen Plonsky

CENTER	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	INCREASE	DECREASE	REVISED BUDGET	Reason:
REVENUE							
	389-000-CRA	FUND BALANCE BROUGHT FORWARD	$ 2,031,701.00	$ 6,060.00	$ -	$ 2,037,761.00	Fund Balance 2021 Audit
COST CENTER (expenses)							
	542-304-CRA	AIRFIELD DRAINAGE REHAB	$ 450,927.00	$ 6,060.00	$ -	$ 456,987.00	All revenue earned in current year 2020-2021 plus any carryover from previous years to be allocated to specifc project(s).
	542-303-CRA	RUNWAY EXT1-19 TAXIWAY A EXT 7,000' TOTAL	$ 750,349.00	$ -	$ 750,349.00	$ -	Stalled Project
	542-301-CRA	HAYWOOD TAYLOR RESURFACING	$ 740,000.00	$ 145,349.00		$ 885,349.00	Reallocation
	542-305-CRA	BUILDING 22 REROOF	$ -	$ 605,000.00		$ 605,000.00	Reallocation
		Total Increase/(Decrease)	$ -			$ -	
					$ -		
				Revenue Inc(Dec)	Expense Inc(Dec)		
		Budgeted Operating Reserve	**$0.00**	**$ 6,060.00**	**$ 6,060.00**	**$0.00**	

REQUEST #: CRA C22-01

TRANSFER TYPE:

- ☐ ITEM TO ITEM
- ☐ OPERATING RESERVE
- ☐ BY RESOLUTION # CRA 22-01

BOARD APPROVAL:

Chairman - Pete McDevitt Peter H McDevitt

Secretary - Mark Andrews

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER: **Jeff King, Economic Development Manager**

SUBJECT/TITLE: **Request adoption of resolution 21-22-106 allowing the County Administrator the ability to draft and sign letters of support for economic development projects.**

STATEMENT OF ISSUE

Attached for your approval is a resolution granting the authority for the County Administrator, or individual designated by the County Administrator, to execute Economic Development letters of support for municipal partners and key stakeholders related to grant applications, funding opportunities to advance programs, or other development related prospects in furtherance of Highlands County's Economic Development objectives.

RECOMMENDED ACTION

Move to adopt resolution 21-22-106 allowing the County Administrator the ability to draft and sign letters of support for economic development projects.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Res.21.22.106_County Administrator.EDC Letters of Support.SGS.pdf

RESOLUTION NO. 20-21-106

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO ECONOMIC DEVELOPMENT RELATED LETTERS OF SUPPORT FOR MUNICIPAL PARTNERS AND KEY COMMUNITY STAKEHOLDERS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORIZATION TO EXECUTE LETTERS OF SUPPORT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the primary objective of Highlands County Economic Development is to promote and foster sustainable economic growth in Highlands County; and

WHEREAS, Highlands County Economic Development is dedicated to attracting a variety of businesses to enhance the quality of life for the citizens of Highlands County; and

WHEREAS, from time to time, municipal partners and key community stakeholders seek the support of the Highlands County Economic Development Department for grant applications, funding opportunities to advance programs and/or other development related prospects; and

WHEREAS, the County has determined, in pursuit of government efficiency, that it is in the best interest of the citizens of Highlands County to grant the County Administrator the authority to execute and send letters of support on behalf of Highlands County as deemed appropriate in furtherance of the objectives of Highlands County Economic Development.

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

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

SECTION 2. Authorization to Execute Economic Development Letters of Support.

A. The County Administrator is hereby authorized to execute Economic Development related letters of support for municipal partners and key community stakeholders related to grant applications, funding opportunities to advance programs or other development related prospects in furtherance of Highlands County's Economic Development objectives.

B. Any such letter of support shall not include any commitments on the part of the County unless otherwise authorized by separate, applicable statutes, codes, rules, regulations and/or policies of the County.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to authorization for the County Administrator to execute Economic Development related letters of support on behalf of the County, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 17 day of May 2022.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____

Kathleen G. Rapp, Chairperson

ATTEST:

_____

Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

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

SUBJECT/TITLE: **Road & Bridge Employee Job Description Revision**

STATEMENT OF ISSUE

Requesting approval to change one (1) approved position of Finish Carpenter/Assistant Supervisor (0973) to Finish Carpenter (0973).

RECOMMENDED ACTION

Move to approve the title and job description for Finish Carpenter (pay grade 109, job code 073) and eliminate the position of Finish Carpenter/Assistant Supervisor. This change will allow Road & Bridge to fill a vacancy and promote internally for Assistant Supervisor, if warranted. No paygrade or salary change is necessary.

FISCAL IMPACT

No Fiscal Impact.

Attachments: OLD Finish Carpenter Assistant Supervisor (0973).pdf
REVISED Finish Carpenter (0973).pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

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

POSITION INFORMATION

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

Job Title: Finish Carpenter/Assistant Supervisor	**Division**: Road and Bridge	**Department:** Bridge and Concrete / **Cost Center:** 4103
Job Code: 0973	**Pay Grade**: 109	**Pay Band:** $33,749.88-$48,890.01 / **FTE**: 1.0
Included/Exempt: Included	**Type of Transaction**: Update	
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☒ No ☐

1. This position reports directly to: Job Title Bridge and Concrete Supervisor Job Code 1007 Pay Grade 0115
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly skilled position responsible for finish construction, maintenance and repair of wooden and concrete articles, equipment and structures. Position will also function as managerial support staff for the Bridge and Concrete Supervisor.

Essential Job Functions:

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

- Performs skilled finish work in carpentry activities.
- Designs and builds all types of items in the carpentry line.
- Repairs wooden and concrete structures such as bridges, buildings, and furniture.
- Assists various departments and agencies with construction and repair of buildings, bridges, culverts, sidewalks, highway restraints and other structures.
- Performs work found in the Carpenter classification.
- Operates all woodworking machinery and equipment, as well as various heavy construction equipment.
- Performs other work in the building trades including concrete work.
- Occasional supervision of employees assigned to specific work stations.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Follows consistently the Boards policies and procedures.
- Responds productively to change and performs all other related tasks as required and as directed.

Knowledge, Skills, and Abilities:

- Knowledge of the standard practices, methods, tools and materials of the carpentry trade.
- Knowledge of (Americans with Disabilities Act) ADA Standards.
- Knowledge of the qualities and uses of various woods.
- Knowledge of the occupational hazards and safety precautions of the trade.
- Skill in the use of the tools, materials and equipment common to the carpentry and concrete trades.
- Ability to work from sketches, plans and blueprints.
- Ability to understand and follow oral and written instructions.

Physical Skills:

Must be able to remain in a stationary position for 10% of the time. Frequently operates various types of equipment to include, but not limited to hand and power tools. Frequently ascends/descends stairs, ladders and scaffolding. The person in this position frequently communicates with the public, vendors and co-workers. Must be able to exchange accurate information in these situations. Frequently moves materials and office equipment weighing up to 40 lbs. Frequently works in outdoor weather conditions. May be required to work in inclement outdoor weather conditions for up to (4) four hours. Frequently operates motor vehicle or heavy equipment for up to (4) hours; of which (4) hours may be continuous. Must be able to frequently position self to work under or around various items to perform maintenance tasks. Constantly inspects and assesses equipment, buildings and materials to complete daily tasks. Individual in this position must be able to use both near and far vision. Must be able to walk over uneven or soft surfaces. Continuous exposure to moderately high noise levels.

MINIMUM QUALIFICATIONS

Education & Experience:

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

Graduation from an accredited high school or possession of an acceptable equivalent diploma. Four years experience as a carpenter and three years' experience in concrete work. One year of bridge and concrete supervisory experience.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Commercial Driver's License. Must also obtain a Class B license by the end of the initial probationary period.

Other job related requirements:

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

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

Employee Signature:	Date:

Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

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

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

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

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

POSITION INFORMATION

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

Job Title: Finish Carpenter	**Division**: Road and Bridge	**Department:** Bridge and Concrete / **Cost Center:** 4103
Job Code: 0973	**Pay Grade**: 109	**Pay Band:** $33,749.88-$48,890.01 / **FTE**: 1.0
Included/Exempt: Included	**Type of Transaction**: Update	
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☒ No ☐

1. This position reports directly to: Job Title Bridge and Concrete Supervisor Job Code 1007 Pay Grade 0115

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

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly skilled position responsible for finish construction, maintenance and repair of wooden and concrete articles, equipment and structures. Position will also function as managerial support staff for the Bridge and Concrete Supervisor.

Essential Job Functions:

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

- Performs skilled finish work in carpentry activities.
- Designs and builds all types of items in the carpentry line.
- Repairs wooden and concrete structures such as bridges, buildings, and furniture.
- Assists various departments and agencies with construction and repair of buildings, bridges, culverts, sidewalks, highway restraints and other structures.
- Performs work found in the Carpenter classification.
- Operates all woodworking machinery and equipment, as well as various heavy construction equipment.
- Performs other work in the building trades including concrete work.
- Occasional supervision of employees assigned to specific work stations.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Follows consistently the Boards policies and procedures.
- Responds productively to change and performs all other related tasks as required and as directed.

Knowledge, Skills, and Abilities:

- Knowledge of the standard practices, methods, tools and materials of the carpentry trade.
- Knowledge of (Americans with Disabilities Act) ADA Standards.
- Knowledge of the qualities and uses of various woods.
- Knowledge of the occupational hazards and safety precautions of the trade.
- Skill in the use of the tools, materials and equipment common to the carpentry and concrete trades.
- Ability to work from sketches, plans and blueprints.
- Ability to understand and follow oral and written instructions.

Physical Skills:

Must be able to remain in a stationary position for 10% of the time. Frequently operates various types of equipment to include, but not limited to hand and power tools. Frequently ascends/descends stairs, ladders and scaffolding. The person in this position frequently communicates with the public, vendors and co-workers. Must be able to exchange accurate information in these situations. Frequently moves materials and office equipment weighing up to 40 lbs. Frequently works in outdoor weather conditions. May be required to work in inclement outdoor weather conditions for up to (4) four hours. Frequently operates motor vehicle or heavy equipment for up to (4) hours; of which (4) hours may be continuous. Must be able to frequently position self to work under or around various items to perform maintenance tasks. Constantly inspects and assesses equipment, buildings and materials to complete daily tasks. Individual in this position must be able to use both near and far vision. Must be able to walk over uneven or soft surfaces. Continuous exposure to moderately high noise levels.

MINIMUM QUALIFICATIONS

Education & Experience:

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

Graduation from an accredited high school or possession of an acceptable equivalent diploma. Four years experience as a carpenter and three years' experience in concrete work. One year of supervisory experience preferred.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Commercial Driver's License. Must also obtain a Class A license by the end of the initial probationary period.

Other job related requirements:

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

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

Employee Signature:	Date:

Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER: **Tanya Cannady, Business Services**

SUBJECT/TITLE: **Request approval for City of Avon Park Interlocal Agreement for Recreation Funding.**

STATEMENT OF ISSUE

The Board of County Commissioners (BCC) approved on September 21, 2021 a total of $330,000 for FY 21/22 recreation reimbursements for the municipalities: $110,000 for Sebring, $110,000 for Avon Park and $110,000 for Lake Placid.

This agenda item is bringing before the Board the Recreation Interlocal for the City of Avon Park.

RECOMMENDED ACTION

Move to approve the Interlocal Agreement for recreation reimbursement from Highlands County to the City of Avon Park.

FISCAL IMPACT

There is no fiscal impact, as this Interlocal Agreement of $110,000 was approved in the Adopted Budget for FY 21/22.

Attachments: Avon Park Rec Interlocal 5.17.22.pdf

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

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

WHEREAS, the City and County cooperate and work together for the purpose of funding for the maintenance and operation of certain recreational facilities; and

WHEREAS, Florida Statute Section 163 authorizes the City and County to enter into such an interlocal agreement; and

WHEREAS, the CITY and County have determined that it is their best interest to enter into an interlocal agreement for the purpose of allocating the funds necessary for maintenance of the designated recreational;

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

The following terms used in this Interlocal Agreement are defined as follows:

A. "Maintenance" means all reasonable and necessary costs of custodial and groundskeeping services and normal repairs to facilities, including materials used by and salaries and benefits of staff performing custodial and groundskeeping services. Specifically excluded are costs associated with providing pass-through programs including salaries and benefits for staff involved in those activities, capital expenditures, and major renovations. This exclusion applies to vendors that contract to provide those programs and services and vendors that receive financial assistance for providing programs.

B. "Operation" means costs associated with providing the facility for public use, such as utilities (water, sewer, electric, etc.) and operating supplies. Specifically excluded are costs associated with providing pass-through programs including salaries and benefits for staff involved in those activities, capital expenditures, and major renovations. This exclusion applies to

vendors that contract to provide those programs and services and vendors that receive financial assistance for providing programs.

C. "Pass-through programs" means any programs or services provided by vendors that contract with the CITY to provide programs or services other than maintenance services. This includes vendors that receive financial assistance for providing programs.

D. "Capital expenditure" means any expenditure for any item or group of similar items costing more than $1,000.00.

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Purpose. The purpose of this Interlocal Agreement is to provide for cooperative funding for the maintenance and operation of recreational facilities located within the CITY and used by CITY and COUNTY residents.

3. Procurement. The parties agree that, where applicable, the CITY shall be responsible for all bidding, contracting and supervision of any outside vendors. The CITY agrees to follow its adopted procedures for the awarding of contracts for work of this nature. The CITY is responsible for obtaining all permits, licenses, agreements, leases, etc. required for these purposes.

4. Terms.

A. The CITY maintains public recreation facilities located in the incorporated area of the CITY. Those recreational facilities are used by residents of the COUNTY, many of whom are not residents of the CITY. The CITY has requested that the COUNTY assist the CITY in providing the funding required to operate and maintain the public recreation facilities listed on Exhibit "A" to this Agreement during its fiscal year ending September 30, 2022.

B. The COUNTY agrees to obligate and make available to the CITY up to $110,000 to be used for actual operation and maintenance expenditures as provided in the CITY adopted recreation budget as contained in Exhibit "B" for the recreation facilities listed on Exhibit "A".

C. This Interlocal Agreement shall become effective upon the execution by the CITY and the COUNTY.

5. Accounting. The CITY shall document all expenditures of public money in detail sufficient for a proper pre-audit and post-audit report. The CITY shall retain all records for supporting Project costs for three (3) years after the fiscal year in which the final payment was released by the CITY, or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year record retention period.

6. Inspections/Audits. The COUNTY reserves the right to inspect the Project, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY if the CITY refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with this Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes. Following receipt of an audit report identifying any reimbursement due the COUNTY, the CITY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.

7. Terminate. The COUNTY shall have the right to terminate this Interlocal Agreement and demand refund of all funds for the CITY's non-compliance with the terms and conditions of this Interlocal Agreement if the CITY fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the COUNTY or within such additional time as the COUNTY may allow. If the CITY fails to cure such material non-compliance within the time allowed, the CITY agrees to return those funds to the COUNTY within sixty (60) days after the termination and demand for refund by the COUNTY.

8. E-verify. The CITY recognizes that employment of unauthorized aliens is a violation of Federal Law. To ensure compliance with the law the CITY shall:

A. Utilize the U.S. Immigration and Customs Enforcement E-Verify System to determine employment eligibility of all new hires and validation of Social Security numbers.

B. Require all contractors and subcontractors working on behalf of the CITY on projects that will be submitted for reimbursement pursuant to this Interlocal Agreement to: (i) include, and to require the inclusion of, this paragraph 16, substituting the name of the contractor or subcontractor for the word CITY, in each contract and subcontract for work that will be submitted for payment reimbursement pursuant to this Interlocal Agreement and (ii) supply to the CITY documented proof that the contractor or subcontractor is enrolled in the E-verify System to verify employment eligibility of its employees.

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

10. Indemnification and Sovereign Immunity.

A. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the CITY agrees to be liable for any and all damages, losses, and expenses incurred by the COUNTY, caused by the acts and/or omissions of the CITY arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the CITY, the CITY shall defend and hold the COUNTY harmless

from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.

B. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the COUNTY agrees to be liable for any and all damages, losses, and expenses incurred by the CITY, caused by the acts and/or omissions of the COUNTY arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the COUNTY, the COUNTY shall defend and hold the CITY harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.

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

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

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

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

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

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

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

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

16. Severability. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Interlocal Agreement.

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

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

(Signatures on following page)

CITY OF AVON PARK
RECREATION/PARKS
"EXHIBIT A"

A. **Martin Luther King Recreation Center (Memorial Field) – State Street**
- Recreation Center (1)
- Football Field (1)
- Soccer Fields (2)
- Track (1)
- Basketball court (1)
- Playground (1)

B. **Durrah-Martin Complex – West Hall Street**
- Baseball Fields (4)
- Playground
- Batting Cages

C. **Lucy Derkman Complex – North Anoka Ave (Avon Elementary)**
- Softball Fields (2)
- Batting Cages

D. **Donaldson Park – Main Street**
- Permitted Swimming Area and Beach
- Playground
- Beach
- Tennis Courts (2)

E. **Lake Tulane Beach**
- Permitted Swimming Area
- Playground

F. **Senior Activities Club – Main Street**
- Shuffleboard Courts

G. **ALINE McWHITE PARK – First Street**
- Playground
- Outdoor Basketball Court

H. **Walnut Street Park**
- Baseball Field (1)
- Outdoor Basketball Court (1)
- Play area (1)

I. **Hicks Boat Ramp**

J. **The Mall – (passive recreation)**

K. **Veterans Memorial Park – (passive recreation)**

EXHIBIT "B"

BUDGET PREPARATION WORKSHEET
GENERAL FUND REVENUE

GENERAL FUND		2021/2022 PROPOSED
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET
TAXES		
AD-VALOREM TAXES		
001-0000-311.10-00	CURRENT-REAL/PERPROPERTY	712,350
001-0000-311.20-00	DELINQUENT-REAL/PERSONAL	-
	AD-VALOREM TAXES	**712,350**
SALES & USE TAX		
001-0000-312.41-00	LOCAL OPTION GAS TAX	390,000
001-0000-312.51-00	FIRE INS PREM TX(PENSION)	40,000
001-0000-312.52-00	CSLTY INS PREM(POLICE PENSION)	-
	SALES & USE TAX	**430,000**
FRANCHISE FEES		
001-0000-313.10-00	ELECTRICITY-FRANCHISE	620,000
001-0000-313.40-00	GAS-FRANCHISE	17,000
	FRANCHISE FEES	**637,000**
UTILITY SERVICE TAXES		
001-0000-314.10-00	ELECTRICITY-UT TAX	790,000
001-0000-314.30-00	WATER-UT TAX	130,000
001-0000-314.40-00	GAS-UT TAX	25,000
001-0000-314.50-10	COMMUNICATION SERVICE TAX	208,000
	UTILITY SERVICE TAXES	**1,153,000**
OTHER GENERAL TAXES		
001-0000-316.20-00	LOCAL BUSINESS TAX	28,000
	OTHER GENERAL TAXES	**28,000**
	TAXES	**2,960,350**
PERMITS, FEES & SP ASSESM		
LICENSE & PERMITS		
001-0000-321.20-00	PROFESSIONAL & OCCUP LIC.	2,500
	LICENSE & PERMITS	**2,500**
OTHER PERMITS, FEES & SP		
001-0000-329.20-00	GARAGE PERMITS	-
001-0000-329.90-00	RIGHT OF WAY PERMIT FEES	
	OTHER PERMITS, FEES & SP	-
***	**PERMITS, FEES & SP ASSESM**	**2,500**
INTERGOVERNMENTAL REVENUE		
STATE GRANTS		
001-0000-334.01-00	DOT State Grants	
	STATE GRANTS	-
STATE SHARED REVENUES		
001-0000-335.12-10	SALES TAX	351,000
001-0000-335.12-20	8 MOTOR FUEL-SRS	100,000
001-0000-335.14-00	MOBILE HOME LICENSES	4,340
001-0000-335.15-00	ALCOHOLIC BEV LICENSES	8,000
001-0000-335.18-00	LOCAL GOV 1/2 CENT SALES TAX	691,000

BUDGET PREPARATION WORKSHEET
GENERAL FUND REVENUE

GENERAL FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2021/2022 PROPOSED BUDGET
001-0000-335.21-00	FIREFIGHTER SUPP COMPENS	2,000
001-0000-335.41-00	MOTOR FUEL TAX	40
001-0000-335.50-00	MAINT. LIGHTING AGREEMENT	68,870
001-0000-335.99-01	RIGHT OF WAY	37,500
	STATE SHARED REVENUES	**1,262,750**
GRANT FROM OTH LOCAL UNIT		
001-0000-337.70-00	HIGHLANDS CTY. RECREATION	110,000
001-0000-337.75-00	OTHER GRANTS	-
	GRANT FROM OTH LOCAL UNIT	**110,000**
	INTERGOVERNMENTAL REVENUE	**1,372,750**

BUDGET PREPARATION WORKSHEE
PARKS

GENERAL FUND — **PARKS** — **2021/2022 PROPOSED BUDGET**

ACCOUNT NUMBER	PROJECT	ACCOUNT DESCRIPTION	2021/2022 PROPOSED BUDGET
PARKS			
001-0601-572.11-00	00000	EXECUTIVE SALARIES	
001-0601-572.12-00	00000	REGULAR SALARIES & WAGES	119,640
001-0601-572.14-00	00000	OVERTIME	3,000
001-0601-572.17-00	00000	ON CALL & HOLIDAY WORK	
001-0601-572.21-00	00000	FICA	9,390
001-0601-572.22-00	00000	RETIREMENT CONTRIBUTIONS	
001-0601-572.22-14	00000	CITY PLAN	
001-0601-572.23-00	00000	LIFE & HEALTH INSURANCE	770
001-0601-572.23-20	00000	UHC	22,440
001-0601-572.24-00	00000	WORKER'S COMP	15,000
		TOTAL PERSONNEL COSTS	170,240
001-0601-572.34-00	00000	OTHER CONTRACTUAL SERVICE	80,000
001-0601-572.34-50	00000	PRE-EMPLOYMENT	200
001-0601-572.41-00	00000	COMMUNICATIONS SERVICES	1,560
001-0601-572.42-10	00000	TRAINING SCHOOLS	400
001-0601-572.42-20	00000	GASOLINE	2,500
001-0601-572.42-30	00000	DIESEL	1,500
001-0601-572.43-10	00000	ELECTRICITY	3,600
001-0601-572.43-12	00000	ANOKA-SOFTBALL FIELD	960
001-0601-572.43-15	00000	DURRAH MARTIN	11,500
001-0601-572.43-16	00000	MEMORIAL FIELD-FOOTBALL	8,400
001-0601-572.43-17	00000	ALINE MCWHITE PLAYGROUND	400
001-0601-572.43-18	00000	LAKE TULANE	300
001-0601-572.43-30	00000	WATER	18,000
001-0601-572.43-32	00000	DURRAH MARTIN	4,500
001-0601-572.43-33	00000	HEAD FIELD	
001-0601-572.43-34	00000	ANOKA-SOFTBALL FIELD	3,600
001-0601-572.43-35	00000	WATER DONALDSON PARK	600
001-0601-572.43-36	00000	MEMORIAL FIELD-FOOTBALL	150
001-0601-572.43-38	00000	ALINE MCWHITE PLAYGROUND	1,000
001-0601-572.45-10	00000	PROPERTY & OTHER INS	12,000
001-0601-572.46-10	00000	BUILDINGS REP & MAINT	1,000
001-0601-572.46-20	00000	VEHICLES REP & MAINT	3,000
001-0601-572.46-40	00000	MACHINERY REP & MAINT	1,000
001-0601-572.46-41	00000	MALL MAINTENANCE	5,000
001-0601-572.46-42	00000	LAKE MAINTENANCE	1,500
001-0601-572.46-43	00000	LAKE TULANE	2,000

BUDGET PREPARATION WORKSHEE
PARKS

GENERAL FUND — **PARKS** — **2021/2022**

ACCOUNT NUMBER	PROJECT	ACCOUNT DESCRIPTION	PROPOSED BUDGET
001-0601-572.46-44	00000	SPRINKLERS	5,000
001-0601-572.48-00	00000	BALL PARK MAINTENANCE	62,000
001-0601-572.48-05	00000	PLAYGROUND MAINT.	1,000
001-0601-572.48-10	00000	TENNIS COURT MAINTENACE	600
001-0601-572.48-15	00000	MEMORIAL FOOTBALL FIELD	1,000
001-0601-572.48-20	00000	DONALDSON PARK MAINT	1,000
001-0601-572.48-25	00000	DURRAH MARTIN FIELD	6,000
001-0601-572.48-28	00000	ANOKA SOFTBALL FIELD	700
001-0601-572.49-10	00000	ADVERTISING EMP.	80
001-0601-572.51-00	00000	OFFICE SUPPLIES	200
001-0601-572.52-00	00000	OPERATING SUPPLIES	1,000
001-0601-572.52-49	00000	JANITORIAL SUPPLIES	4,000
001-0601-572.56-00	00000	UNIFORMS	1,000
		TOTAL OPERATING COSTS	248,250
001-0601-572.64-00	00000	MACHINERY & EQUIPMENT	
		TOTAL CAPITAL COSTS	-
		PARKS	**418,491**

BUDGET PREPARATION WORKSHEE
RECREATION

GENERAL FUND — **RECREATION**

ACCOUNT NUMBER	PROJECT	ACCOUNT DESCRIPTION	2021/2022 PROPOSED BUDGET
RECREATION			
001-0651-575.11-00	00000	EXECUTIVE SALARIES	
001-0651-575.12-00	00000	REGULAR SALARIES & WAGES	8,360
001-0651-575.13-00	00000	OTHER SALARIES & WAGES	
001-0651-575.14-00	00000	OVERTIME	-
001-0651-575.17-00	00000	ON CALL & HOLIDAY WORK	
001-0651-575.21-00	00000	FICA	640
001-0651-575.22-00	00000	RETIREMENT CONTRIBUTIONS	990
001-0651-575.23-00	00000	LIFE & HEALTH INSURANCE	50
001-0651-575.23-20	00000	UHC	1,040
001-0651-575.24-00	00000	WORKER'S COMP	
001-0651-575.25-00	00000	UNEMPLOYMENT COMPENSATION	-
		TOTAL PERSONNEL COSTS	11,080
001-0651-575.34-00	00000	OTHER CONTRACTUAL SERVICE	6,780
001-0651-575.34-50	00000	PRE-EMPLOYMENT 889	
001-0651-575.41-00	00000	COMMUNICATIONS SERVICES	920
001-0651-575.42-00	00000	POSTGAGE	200
001-0651-575.42-20	00000	GASOLINE	
001-0651-575.42-30	00000	DIESEL	
001-0651-575.43-10	00000	ELECTRICITY	20,400
001-0651-575.43-30	00000	WATER	2,400
001-0651-575.44-00	00000	RENTALS & LEASES	
001-0651-575.45-10	00000	PROPERTY & OTHER INS	35,000
001-0651-575.46-10	00000	BUILDINGS REP & MAINT	5,000
001-0651-575.46-20	00000	VEHICLES REP & MAINT	
001-0651-575.46-40	00000	MACHINERY REP & MAINT	1,000
001-0651-575.49-10	00000	ADVERTISING	
001-0651-575.52-00	00000	OPERATING SUPPLIES	1,000
001-0651-575.58-00	00000	PROGRAMS	
001-0651-575.58-27	00000	YOUTH BASKETBALL	
		TOTAL OPERATING COSTS	72,700
		RECREATION	**83,780**

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

DATED this _____ day of _____, 2022.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: _____
Kathleen G. Rapp, Chairperson

Attest:

_____
Jerome Kaszubowski, Clerk

DATED this 25th day of April, 2022

CITY OF AVON PARK

By: _____
Garrett Anderson, Mayor

Attest:

_____
Christian Hardman, City Clerk

CITY OF AVON PARK SEAL 1926 Highlands County, Florida

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

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

SUBJECT/TITLE: **Request to approve and execute the plat of Four Bulls Subdivision for recordation.**

STATEMENT OF ISSUE

Attached for your consideration and approval is the Plat Mylar for the Four Bulls Subdivision which was prepared by Sherco, Inc. on behalf of the owners Charles M. and Stephanie L. Devlin Revocable Trust. The land subdivision process has been completed for this portion of property located at located at 790 CR 17- A North, Avon Park, FL, 33825, as outlined in Chapter 12, Article 4 of the Highlands County Code of Ordinances Land Development Regulations.

The County Attorney, County Engineer, County Surveyor, and Development Services Director have all approved and sighed the referenced plat for recordation. The Fire Marshal, GIS/Addressing Manager, Zoning Supervisor, Planning Supervisor, and Building Official have all approved the plat.

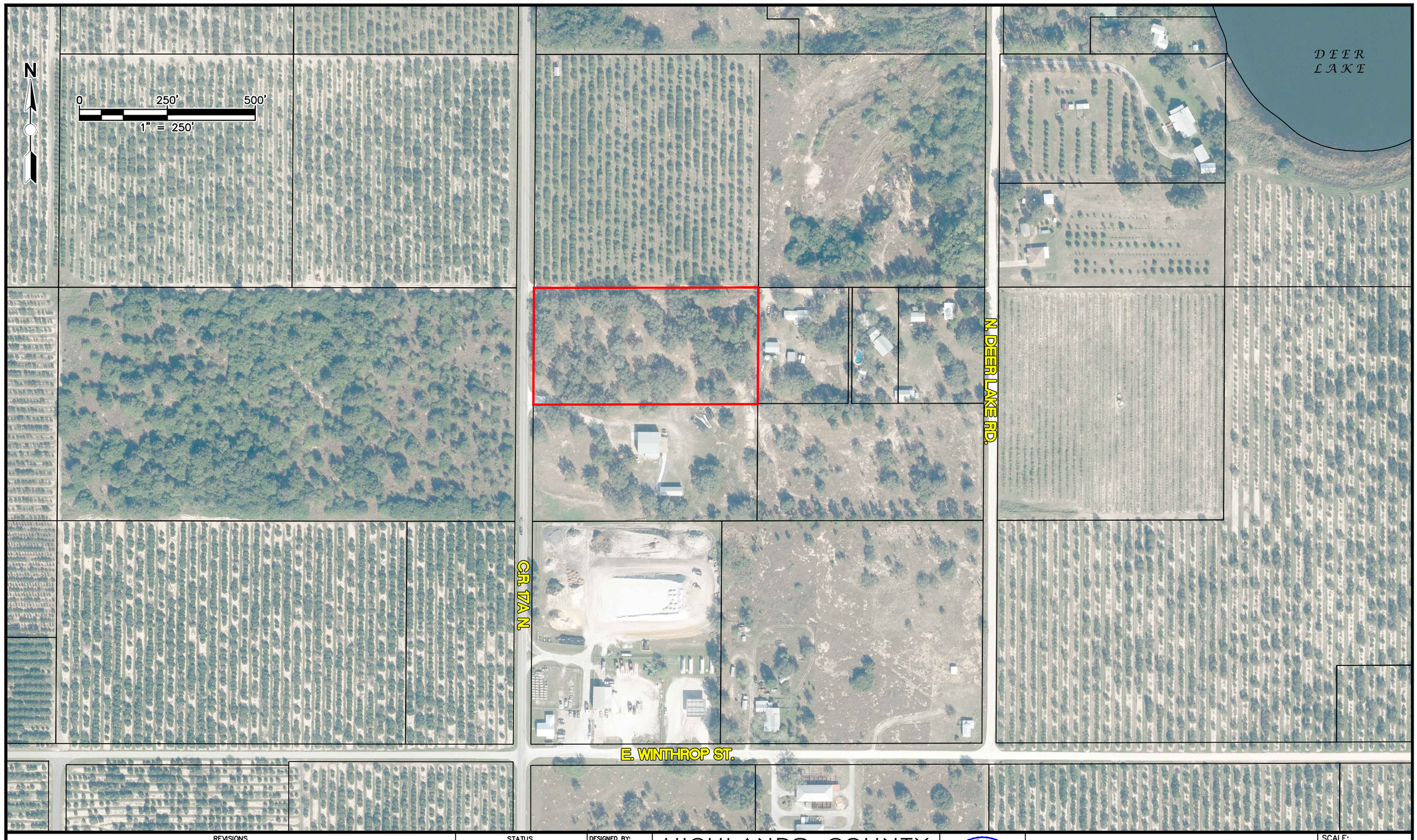
RECOMMENDED ACTION

Move to approve and execute the plat of Four Bulls Subdivision for recordation.

FISCAL IMPACT

There will be no additional fiscal impact, CR 17-A is maintained by the County already.

Attachments: Four Bulls Sub_Location Map-11x17.pdf
Four Bulls 11x17.pdf



REVISIONS			STATUS
DATE	BY	DESCRIPTION	FOR INFORMATION

G:\PROJECTS\Other Projects\FOUR BULLS SUBDIVISION\Four Bulls Sub_Location Map.dwg, 11x17, Mahoney, Stacey Colors As Black Except Gray Colors.ctb

DESIGNED BY: J.D. LANGFORD, P.E.
DRAWN BY: STACEY MAHONEY
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 4/26/2022

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

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

COUNTY OF HIGHLANDS 1921 STATE OF FLORIDA

FOUR BULLS SUBDIVISION
709 C.R. 17A N., AVON PARK

LOCATION MAP

SCALE:
HORIZ. 1"=250'
VERT. N/A

PROJECT NO. N/A

REV. 0

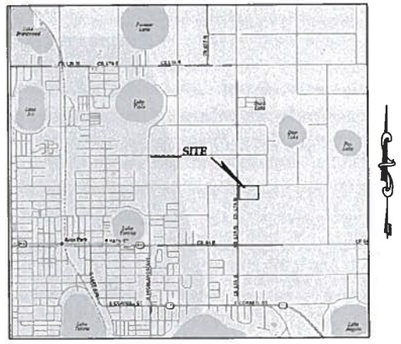
SHEET 1 OF 1

FOUR BULLS SUBDIVISION

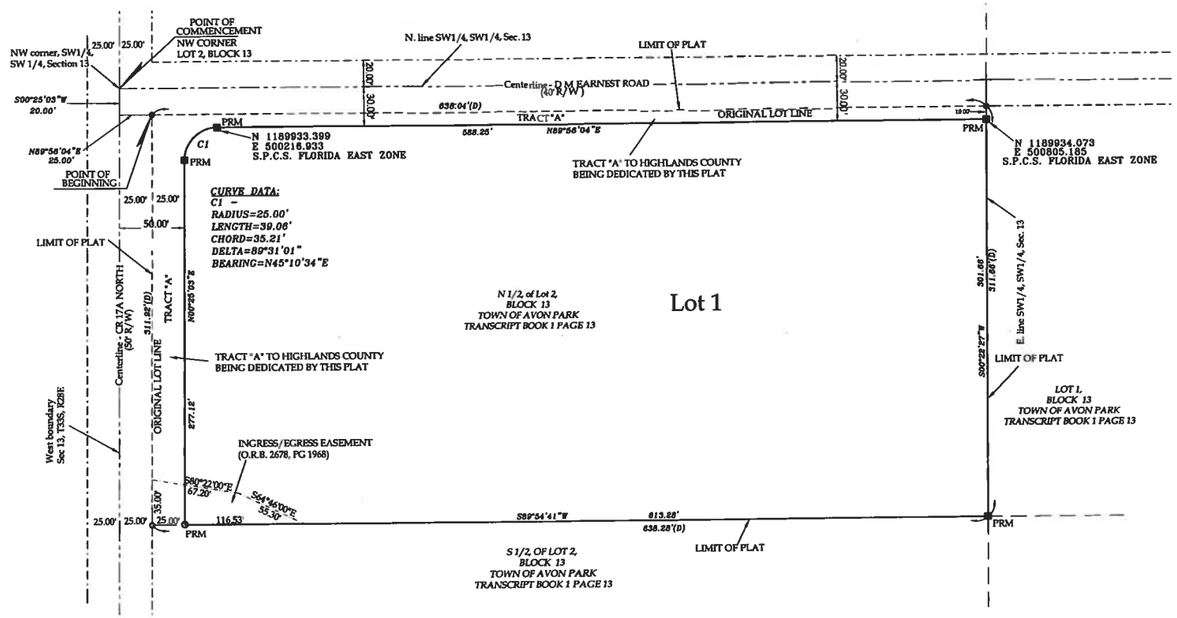
A REPLAT OF A PORTION OF LOT 2, BLOCK 13, TOWN OF AVON PARK IN SECTION 13, TOWNSHIP 33 SOUTH, RANGE 28 EAST AND RECORDED IN TRANSCRIPT BOOK 1, PAGE 13 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA

FEBRUARY 2022

PLAT BOOK _____, PAGE _____



N.T.S.
LOCATION MAP



GRAPHIC SCALE
50 0 25 50 100
1 inch = 50 ft.

LEGEND:
(D) = DEED DATA
PRM = PERMANENT REFERENCE MONUMENT
S.P.C.S. = STATE PLANE COORDINATE SYSTEM
RW = RIGHT-OF-WAY LINE
■ = 4" x 4" CONCRETE MONUMENT SET (LB 7827)
● = 5/8" IRON ROD & CAP SET (LB 7827)
○ = "MAG" NAIL & DISC SET (LB 7827)

WATER SERVICE BY THE CITY OF AVON PARK
SEWER (SEPTIC TANK) PRIVATE OWNERSHIP

LEGAL DESCRIPTION:
North Half of Lot 2, Block 13, Town of Avon Park, in Section 13, Township 33 South, Range 28 East, according to the map or plat thereof as recorded in Transcript Book 1, Page 13, Public Records of Highlands County, Florida, less road right-of-way being more particularly described as follows:
Commence at the Northwest corner of said Lot 2, Block 13 or the Northwest corner of the SW1/4 of the SW1/4 of Section 13, Township 33 South, Range 28 East, Highlands County, Florida; thence S00°25'03"W, along the West line of said SW1/4 of the SW1/4 of Section 13 for 20.00 feet; thence N89°56'04"E, 20 feet South of and parallel to the North line of said SW1/4 of the SW1/4, for 25.00 feet to the Point of Beginning:
thence continue N89°56'04"E for 638.04 feet to the East line of said SW1/4 of the SW1/4; thence S00°22'27"W, along said East line of the SW1/4 of the SW1/4 for 311.66 feet; thence S89°54'41"W along the South line of the North 1/2 of the SW1/4 of the SW1/4 for 638.28 feet; thence N00°25'03"E, 25 feet East of and parallel to the West line of said SW1/4 of the SW1/4 for 311.92 feet returning to the Point of Beginning.

CERTIFICATE OF OWNERSHIP AND DEDICATION
STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOW ALL MEN BY THESE PRESENTS THAT CHARLES MATTHEW DEVLIN AND STEPHANIE LYNN DEVLIN AS TRUSTEES OF THE CHARLES MATTHEW & STEPHANIE LYNN DEVLIN REVOCABLE TRUST, THE OWNER OF THE PROPERTY ENTITLED FOUR BULLS SUBDIVISION, HAS CAUSED THE SAME TO BE SURVEYED AND MAPPED, CERTIFIES OWNERSHIP OF THIS PROPERTY DESCRIBED HEREIN AND DOES HEREBY DEDICATE TRACT "A" TO HIGHLANDS COUNTY, FLORIDA, IN FEE SIMPLE.
IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND CORPORATE SEAL THIS ___ DAY OF _____ A.D. 2022.

_____ WITNESS
_____ WITNESS PRINT NAME
_____ WITNESS
_____ WITNESS PRINT NAME

_____
CHARLES MATTHEW DEVLIN AS TRUSTEE OF THE CHARLES MATTHEW DEVLIN & STEPHANIE LYNN DEVLIN REVOCKABLE TRUST

_____ WITNESS
_____ WITNESS PRINT NAME
_____ WITNESS
_____ WITNESS PRINT NAME

_____
STEPHANIE LYNN DEVLIN AS TRUSTEE OF THE CHARLES MATTHEW DEVLIN & STEPHANIE LYNN DEVLIN REVOCKABLE TRUST

(SEAL)

CERTIFICATE OF SURVEYOR
STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY THAT THIS PLAT ENTITLED FOUR BULLS SUBDIVISION, COMPRISED OF 3 SHEET, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT IT COMPLIES WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL LAND SURVEYORS' STANDARDS OF PRACTICE FOR LAND SURVEYING AS DEFINED IN CHAPTER 5 J-17, FLORIDA ADMINISTRATIVE CODE, AND WITH CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES.

DATE 4/11/2022

ROBERT SHELLIP SCHULER, P.L.S.
FLORIDA REGISTRATION # LS 2930
SHERCO, INC.
16 N. LAKE AVENUE
AVON PARK, FLORIDA 33825
PHONE #863-453-4113
CERTIFICATE OF AUTHORIZATION NUMBER LB 7827 (SEAL)

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

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTORIZATION 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 _____, 2022.

(SEAL)
_____ (SIGNATURE OF NOTARY PUBLIC STATE OF FLORIDA)

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTORIZATION 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 _____, 2022.

(SEAL)
_____ (SIGNATURE OF NOTARY PUBLIC STATE OF FLORIDA)

CERTIFICATE OF CLERK
STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, JEROME KASZUBOSKI, CLERK OF THE CIRCUIT COURT OF HIGHLANDS COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES WITH AND IN THE LAWS OF THE STATE OF FLORIDA REGULATING THE MAKING OF SURVEYS AND THE FILING FOR RECORD OF MAPS AND PLATS, AND THIS DAY FILED THE SAME FOR RECORD IN BOOK_____OF PLATS AT PAGE _____ OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

WITNESS MY HAND AND OFFICIAL SEAL AT SEBRING, HIGHLANDS COUNTY, FLORIDA, THIS ___ DAY OF _____ A.D. 2022.

_____CLERK OF THE CIRCUIT COURT

(SEAL)

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, HAS OFFICIALLY APPROVED THIS PLAT FOR RECORDING THIS ___ DAY OF _____ A.D. 2022.

SIGNED _____ CHAIRMAN OF THE BOARD.
ATTEST _____ CLERK OF THE BOARD (SEAL)

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER
STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

_____ CLINTON HOWERTON, JR. P.E. COUNTY ENGINEER
_____ DATE

CERTIFICATE OF APPROVAL BY SURVEYOR FOR COUNTY
STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY A PROFESSIONAL SURVEYOR AND MAPPER EITHER EMPLOYED BY OR UNDER CONTRACT TO THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS.

_____ RALPH H. WHISLER, III, P.L.S. COUNTY SURVEYOR
FLORIDA REGISTRATION NUMBER 5248
_____ DATE

CERTIFICATE OF APPROVAL BY DEVELOPMENT SERVICES DIRECTOR
STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

_____ LEAH M. SAULS, DEVELOPMENT SERVICES DIRECTOR
_____ DATE

CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY
STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

_____ SHERRY G. SUTPHEN COUNTY ATTORNEY
_____ DATE

SHEET 1 OF 1

RECEIVED
BOARD OF COUNTY COMMISSIONERS
APR 11 2022
ENGINEERING DEPT.
HIGHLANDS COUNTY, FLORIDA

Z:\PROJECTS\2022\2022-0028\CAD\2022-0028 PLAT.dwg 3/23/2022 2:14:27 PM EDT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

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

SUBJECT/TITLE: **Request approval of the Florida Department of Transportation (FDOT) State Highway Lighting, Maintenance, and Compensation "Exhibit A" ASH11, Financial Project NO. 412579-1-78-02 FY 22-23.**

STATEMENT OF ISSUE

Attached is the State Highway Lighting Maintenance and Compensation Agreement, Contract Number ASH11, between Highlands County and the State of Florida Department of Transportation (FDOT), along with the accompanying resolution. This agreement will compensate Highlands County in the amount of $233.046.84 which is 100% of the total amount of compensation of $233,046.84, for the seven hundred thirty-two streetlights (732) maintained by Highlands County on State Highways for the FDOT FY 22/23 as shown on the attached Exhibit "A". The cost per light is $318.37. This is an increase in revenue of $18,685.99 compared to FDOT FY 21/22 amount.

RECOMMENDED ACTION

Move to approve and execute Exhibit "A" – FY 22/23 FDOT work order for the State Highway Lighting, Maintenance, and Compensation Agreement, Contract #ASH11, between Highlands County and the State of Florida Department of Transportation along with the accompanying resolution.

FISCAL IMPACT

Upon approval of the agreement, the County will receive $233,046.84 in Fund 110 (Transportation Trust) as compensation for maintaining streetlights for the State Highways for the FDOT Fiscal Year 22/23 which will be budgeted in the FY 22/23 budget.

Attachments: Combined Resolution Highway Lighting & Agreemnt Board Meeting date 5-17-22.pdf

RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT

FPID: 412579-1-78-02	**COUNTY**: Highlands

WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the "**FDOT"**, has agreed to compensate Highlands County for maintenance and operation of certain lighting on the State Highway System in Highlands County (hereinafter referred to as "the Project"); and

WHEREAS, as a requirement for the **FDOT** to proceed with the Project, **Highlands County**, (hereinafter referred to as "**COUNTY")**, approved, executed and delivered to **FDOT** the State Highway Lighting Maintenance and Compensation Agreement, between Highlands County and FDOT dated June 16, 2020 (hereinafter referred to as "Agreement"); and

WHEREAS, the Agreement requires that prior to each fiscal year, the COUNTY shall submit an amended **Exhibit "A"** to the Agreement related to the lighting inventory and percentage of lighting to be paid for the upcoming fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA, that **Exhibit "A"** attached hereto shall replace Exhibit "A" in the Agreement and shall represent the amended inventory of highway lighting maintenance for fiscal year 2022-2023. The COUNTY further acknowledges that the percentage of lighting to be paid to the COUNTY for fiscal year 2022-2023 shall be 100%. A certified copy of this Resolution shall be forwarded to the FDOT.

Passed and adopted this _____ day of May, year of 2022.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Kathleen G. Rapp, Chairperson

Attest:_____
Jerome Kaszubowski, Clerk

G:\FDOT\State Traffic Signal Maintenance & Compensation Agreements\22-23\Resolution Highway Lighting Board Meeting date 5-17-22.SGSclean.docx

EXHIBIT "A"
Amended inventory of
highway lighting maintenance

STATE HIGHWAY LIGHTING MAINTENANCE, AND COMPENSATION AGREEMENT WORK ORDER

Contract Number: **ASH11**
Maintaining Agency: **Highlands County**
Financial Project No: **412579-1-78-02**
Fiscal Year: **2022-2023**

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year **22/23** for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on **June 24, 2020**.

2.0 COMPENSATION AND PAY PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year starting July 1, 2022, and ending June 30, 2023, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of **$233,046.84**. The basis of compensation is as described in Exhibit A.

The MAINTAINING AGENCY shall invoice the DEPARTMENT for services rendered at the end of the fiscal year in a format acceptable to the DEPARTMENT.

3.0 AUTHORIZATION

This Work Order for will not be considered as authorized unless it is signed and returned by the MAINTAINING AGENCY to the DEPARTMENT, whereby the DEPARTMENT'S final signature is required to fully authorize compensation for the services. The effective date will be the date of the final signature by the Department.

MAINTAINING AGENCY

BY: (signature) _____ Date: _____

Printed Name _____

Printed Title _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (signature) _____ Date: _____

Printed Name _____

Printed Title _____

Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2022-2023

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. INVENTORY SPREADSHEET ATTACHED
2. _____
3. _____
4. _____
5. _____
6. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of $300.10 in fiscal year 2020-2021 shall increase to $318.37 in fiscal year 2022-2023.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and 100%. Example: 1432 (lights) x $318.37 (unit rate) x 100% = $455,905.84

Type of Light	# of lights	LED or HPS	Unit rate	100%	Total
High Mast		HPS		0.00	0.00
Standard	560	HPS	$318.37	100.00	$178,287.20
Underdeck		HPS		0.00	0.00
Sign		HPS		0.00	0.00
High Mast		LED		0.00	0.00
Standard	172	LED	$318.37	100.00	$54,759.64
Underdeck		LED		0.00	0.00
Sign		LED		0.00	0.00

Highway Lighting Maintenance and Compensation Agreement Inventory
EXHIBIT 'A' ATTACHMENT

Agency Name: **HIGHLANDS COUNTY**

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
US 27/SR 25	Highlands	12.000/SR 70	13.000/SR 70	20	STANDARD	HPS
US 27/SR 25	Highlands	16.000/CR 29	17.000	50	STANDARD	HPS
US 27/SR 25	Highlands	20.000/Lake June Rd	22.000/Tomoka Blvd	48	STANDARD	HPS
US 27/SR 25	Highlands	24.000	25.000	21	STANDARD	HPS
US 27/SR 25	Highlands	25.000/Sebring Lake Blvd	26.000	25	STANDARD	HPS
US 27/SR 25	Highlands	26.000/Twitty Rd	27.000	18	STANDARD	HPS
US 27/SR 25	Highlands	28.000/SR 66/SR 700	28.970/SR 66/SR 700	8	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	0.000/SR 66/SR 700	1.000/George Blvd	12	STANDARD	HPS
US 98/US 27/SR 25/SR 701	Highlands	1.186/Sebring Pkwy	1.186/Sebring Pkwy	2	STANDARD	LED
US 98/US 27/SR 25/SR 700	Highlands	2.70/S.Highlands Ave	6.277/Past CR 634	152	STANDARD	LED
US 98/US 27/SR 25/SR 700	Highlands	6.277/Past CR 634	7.000/Sunny Pines	32	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	7.000/Whatley Blvd	8.000/Bayview St	42	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	8.000/Bayview St	9.000/Northwood Blvd	44	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	9.000/Tanglewood	10.000	46	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	10.000/Sun Lake Estates	11.000	20	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	12.000/Robinette Rd	13.000/Marble Ave	22	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	15.732/CR 17A/Stryker Rd	18.041/County Line Rd	101	STANDARD	HPS
SR 70	Highlands	14.000/SR 25/US 27	15.000/SR 25/US 27	10	STANDARD	HPS
US 98	Highlands	0.000/SR 25/SR 700	1.000/CR 17	5	STANDARD	HPS
US 98	Highlands	11.000	12.000	4	STANDARD	HPS
SR 66	Highlands	2.000/Before CR 635	4.000/Silver Rd	25	STANDARD	HPS
SR 66	Highlands	7.000/Woodland Creek Trl	8.000/Past Skipper Rd	8	STANDARD	LED
SR 66	Highlands	9.000/S George Blvd	9.342/SR 25/SR 700	5	STANDARD	HPS
US 27/SR25	Highlands	SHOP 16		2	STANDARD	HPS
SR 17	Highlands	PINE ST		5	STANDARD	LED
SR 17	Highlands	Ridgewood	Sebring Parkway	5	STANDARD	LED
			TOTAL # OF LIGHTS BEING MAINTAINED:	**732**		

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER: **Brandon Gunn, Projects Manager**

SUBJECT/TITLE: **Request approval to move forward with the sale of 83 County owned surplus properties and provide the County Administrator the authority to execute the Deeds.**

STATEMENT OF ISSUE

The Board has approved the sale of various County owned properties. Staff initiated a sale of certain properties through the County's competitive bid process (ITB 22-014), in accordance with Florida Statutes 125.35. and direct sale in accordance with Florida Statutes 125.35(2)

The County received and opened bids on those properties on March 1st, 2022 and is recommending the sale of 82 bid properties as identified in the attached Notice of Intent to Award Sale and 1 direct sale property as identified in the attached Notice of Intent to Award Sale.

In accordance with Ordinance 16-17-08, the Notice of Intent to Accept Offer was posted on March 14th, 2022. The buyers have provided a 10% deposit on the property they are purchasing. The sale will be completed within 90 days.

Total this sale $353,694.00

RECOMMENDED ACTION

Move to approved the sale of 83 County owned surplus properties and provide the County Administrator the authority to execute the Deeds.

FISCAL IMPACT

The fiscal impact is revenue totaling $353,694.00 to the General Fund from sale of the properties and the properties will be back on the Tax Roll.

Attachments: Notice of Intent-Revised 5.3.22.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DIVISION

NOTICE OF INTENT TO ACCEPT OFFER TO PURCHASE SURPLUS PROPERTY

SALE OF SURPLUS COUNTY PROPERTY

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-100-1610-0010	4201 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1630-0230	8725 CAPILLA ST SEBRING FL 3387	$ 3,600.00	$ 4,717.00	ML Capital LLC	Yes
C-04-34-28-100-1630-0240	8711 CAPILLA ST SEBRING GL 33872	$ 3,600.00	$ 4,717.00	ML Capital LLC	Yes
C-04-34-28-100-1630-0280	8621 CAPILLA ST SEBRING FL 33872	$ 3,600.00	$ 4,717.00	ML Capital LLC	Yes
C-04-34-28-100-1630-0300	8529 CAPILLA ST SEBRING FL 33872	$ 3,600.00	$ 4,717.00	ML Capital LLC	Yes
C-04-34-28-100-1630-0320	8433 CAPILLA ST SEBRING FL 33872	$ 3,600.00	$ 4,717.00	ML Capital LLC	Yes
C-04-34-28-100-1630-0350	8323 CAPILLA ST SEBRING FL 33872	$ 3,600.00	$ 4,717.00	ML Capital LLC	Yes
C-04-34-28-100-1630-0360	8309 CAPILLA ST SEBRING FL 33875	$ 3,600.00	$ 4,717.00	ML Capital LLC	Yes
C-04-34-28-100-1640-0240	8528 CAPILLA ST SEBRING FL 33872	$ 3,600.00	$ 4,717.00	ML Capital LLC	Yes
C-04-34-28-100-1640-0270	8634 CAPILLA ST SEBRING FL 33872	$ 3,600.00	$ 4,717.00	ML Capital LLC	Yes
C-04-34-28-100-1640-0280	8646 CAPILLA ST SEBRING FL 33872	$ 3,600.00	$ 4,717.00	ML Capital LLC	Yes
C-04-34-28-100-1640-0300	8710 CAPILLA ST SEBRING FL 33872	$ 3,600.00	$ 4,717.00	ML Capital LLC	Yes
C-04-34-28-100-1640-0310	8724 CAPILLA ST SEBRING FL 33872	$ 3,600.00	$ 4,717.00	ML Capital LLC	Yes
C-04-34-28-100-1640-0320	8736 CAPILLA ST SEBRING FL 33872	$ 3,600.00	$ 4,717.00	ML Capital LLC	Yes
C-04-34-28-100-1660-0030	8836 SUN N LAKES BLVD SEBRING FL 33872	$ 3,600.00	$ 4,717.00	ML Capital LLC	Yes
C-04-34-28-100-1660-0320	8947 MANTUA DE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1660-0330	8941 MANTUA DR SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1660-0360	8923 MANTUA DR SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1660-0370	8424 MANTUA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1660-0390	8416 MANTUA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1660-0410	8408 MANTUA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1660-0420	8404 MANTUA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1700-0040	8212 MANTUA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1700-0050	8213 MANTUA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1700-0060	8220 MANTUA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes

C-04-34-28-100-1700-0070	8224 MANTUA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1700-0080	8228 MANTUA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1700-0100	8236 MANTUA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1780-0230	8188 MANTUA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1780-0300	4367 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1780-0320	4375 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1780-0350	4387 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1780-0380	4399 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1780-0390	4403 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1780-0410	4411 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1780-0440	4423 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1780-0460	4431 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1780-0470	4435 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1810-0150	7041 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1810-0160	7033 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1810-0170	7025 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1810-0180	7017 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1810-0210	8105 MANTUA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1820-0160	7252 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1820-0200	7222 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1820-0210	7210 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1820-0220	7200 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1820-0240	7142 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1820-0270	7124 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1820-0280	7116 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1820-0350	7008 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1820-0360	7000 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-100-1820-0370	6926 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-101-6170-0010	4169 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6000-0020	9129 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6000-0060	9011 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6200-0030	9343 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6200-0040	9331 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6200-0050	9327 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes

C-04-34-28-102-6200-0070	9303 OVIEDO ST SEBRING FL	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6210-0190	8957 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6210-0210	8945 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6210-0250	8923 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6210-0260	8919 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6210-0290	8865 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6230-0030	8751 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6240-0040	5048 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6240-0080	9018 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6330-0220	7438 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6330-0240	7426 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6330-0250	7418 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6350-0010	7417 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6350-0100	7251 VIRTUDES ST SEBRING GL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-102-6360-0110	7264 VIRTUDES ST SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-110-1830-0040	7744 SUN N LAKES BLVD SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-110-1830-0070	7834 SUN N LAKES BLVD SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-110-1830-0090	7900 SUN N LAKES BLVD SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-110-1830-0120	7936 SUN N LAKES BLVD SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-110-1830-0140	8022 SUN N LAKES BLVD SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-110-1870-0170	4216 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-110-1870-0180	4220 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-04-34-28-110-1870-0190	4226 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 4,217.00	ML Capital LLC	Yes
C-24-36-29-A00-0020-0020	1590 US 27 N LAKE PLACID, FL 33852	$ 900.00	$ 900.00	LaBate Holdings LLC	Yes

Notice of Intent to Accept Offer was posted to Highlandsfl.gov at 4:30 p.m. on May 3rd 2022

The Board of County Commissioners will consider the offers at their May 17th Board Meeting which will begin at 9:00 AM

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

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

SUBJECT/TITLE: **Request to approve Supplemental Agreement #1 for Project 17062 - Sebring Parkway Phase IIA and Supplemental Agreement #2 for Project 17063 - Sebring Parkway Phase IIB.**

STATEMENT OF ISSUE

Attached, for your review and approval are Supplemental Agreement #1 for the Sebring Parkway Phase II-A project and Supplemental Agreement #2 for the Sebring Parkway Phase II-B project. The purpose of the supplemental agreements is to extend the project completion dates to June 30, 2023, and to add certain financial audit terms and conditions implemented by the Florida Department of Financial Services (DFS) and are required by Florida statutes since the time period of the original agreement.

The supplemental agreements were reviewed and approved by County staff and Legal.

RECOMMENDED ACTION

Move to approve the Supplemental Agreement #1 for Project 17062 - Sebring Parkway Phase IIA and Supplemental Agreement #2 for Project 17063 - Sebring Parkway Phase IIB.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or to the overall FY 21-22 budget as there are no monetary changes within these supplemental agreements.

Attachments: 429841-1 Supplemental Agreement #1 (17062)_5.19.22 Mtg.pdf
433553-1 Supplemental Agreement #2 (17063)_5.19.22 Mtg.pdf

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
01

CONTRACT NO.
G0D49

FPN
429841-1-54-01

Recipient: Highlands County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on June 28, 2016 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

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

The original State Funded Grant Agreement executed on June 28, 2016 is replaced in its entirety by the attached State Funded Grant Agreement, incorporated by reference, which also provides a time extension from the original CIGP Agreement. The new expiration date will be June 30, 2023.

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

The June 28, 2016 State Funded Grant Agreement does not contain certain financial audit terms and conditions which were implemented by the Florida Department of Financial Services (DFS) and are required by Florida statutes since the time period of the original agreement. The purpose of this Supplemental Agreement #1 is to cure these defects with a new State Funded Grant Agreement that is in compliance with statutory and DFS requirements as well as to provide a time extension as requested by Highlands County.

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

RECIPIENT:
Highlands County

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Legal Review:

DS
DC

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

STATE-FUNDED GRANT AGREEMENT

FPN: 433553-1-54-01	Fund: CIGP	FLAIR Category:
	Org Code: 55014010106	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 09 - Highlands	Contract No: G0D49	Vendor No: F596000655046

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Highlands County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☒ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in widening the existing two-lane undivided Sebring Parkway to a four-lane divided facility, from north of Youth Care Lane to south of Desoto Road, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $$5,500,000.00 (Five Million Five Hundred Thousand Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $3,811,072.00 and, additionally the Department's participation in the Project shall not exceed 70% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department’s project manager must be received prior to costs being incurred by the Recipient. See **Exhibit “B”** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☒ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Highlands County

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

By: _____

Name: _____

DS

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 429841-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Highlands County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.700 miles

PROJECT DESCRIPTION: Widening the existing two-lane undivided Sebring Parkway to a four-lane divided facility, from north of Youth Care Lane to south of Desoto Road

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The purpose of this Exhibit is to describe the scope of work and the responsibilities of Highlands County in Connection with the design and construction of the Sebring Parkway Phase IIA project.

The Sebring Parkway Phase IIA project involves construction of widening the existing two-lane undivided facility to a four-lane divided facility. The improvement will begin approximately 500 feet north of the existing intersection of Youth Care Lane and continue south ending with a transition back to the existing two-lane undivided roadway approximately 600 feet south of Desoto Road. The project length including the transition is approximately 0.700 miles. Additionally, signalization improvements will be included at Youth Care Lane and Desoto Road intersections. The widened typical section will be an urban section comprosed of two 12 foot travel lanes in each direction. An 8-foot wide concrete multi-use path will be provided on the east side of the roadway. Improvements to the South Central Florida Express, Inc. railroad crossing #923719-Y will be required.

The general objective is for Highlands County to provide contract administration, management services, construction engineering and inspection services and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the associated improvements. The services performed shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (2016 Edition) and FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (latest edition).

Specifically and non inclusinve, the following are included in the Scope of Services:

Roadway signing and pavement markings to meet the latest Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

Construct or reconstruct, as appropriate, side streets which will be connected to Sebring Parkway Phase IIA.

Provide for the preparation of the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

The design criteria shall meet design standards set forth in the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (2016 Edition) and FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (latest edition).

Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated, including any utility design and utility relocation of impacted utility facilities.

A Professional Engineer, registered in the State of Florida, in responsible charge of the project's design shall professionally endorse (sign, seal and certify) the record plans, the special provisions and all reference and support documents.

Obtain topographic survey sufficient to provide proposed design.

Acquisition of all applicable stormwater and environmental permits. Acquisition includes all associated permit fees.

Specifically and non inclusive, the following are included as Deliverables for the Scope of Services:

A Final Topographic Survey Map, signed and sealed by a Professional Surveyor and Mapper, registered in the State of Florida, will be provided. Survey products and services shall comply with pertinent Florida Statutes an the Florida Administrative Code.

A signed and sealed Final Geotechnical Report, prepared by a Professional Engineer, registered in the State of Florida.

Final Pavement Design with supporting documentation.

Roadway Plans and Component Plan Sets for FDOT review and preliminary and final completeness.

Final Pavement Design with supporting documentation.

Verification of coordination and dispensation of conflicts with affected utility owners.

Draft Plan Specifications and bid package, will be provided by final Plan review.

Record copies of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm Water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations.

Final Roadway Plan and Component Plan Set - professionally endorsed (signed, sealed and certified) by a Professional Engineer, registered in the State of Florida, in responsible charge of the project's design.

Final Plan Specifications - professionally endorsed (signed, sealed and certified) by a Professional Engineer, registered in the State of Florida, will be provided.

Upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.

Provide Construction Engineering and Inspection (CEI).

The Recipient shall commence the project’s activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by .

b) Design to be completed prior to the notice to proceed for design.
c) Right-of-Way requirements identified and provided to the Department prior to the notice to proceed for construction.
d) Right-of-Way to be certified by prior to the notice to proceed for construction.
e) Construction contract to be let by March 31, 2021.
f) Construction to be completed by June 30, 2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Highlands County 505 South Commerce Avenue Sebring, FL 33870	429841-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2016**	Maximum Department Participation (CIGP	$5,500,000.00	$1,688,928.00	$3,811,072.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$5,500,000.00 %	$1,688,928.00 %	$3,811,072.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$5,500,000.00	$1,688,928.00	$3,811,072.00	

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.

Zoe Giannopoulos
District Grant Manager Name

DocuSigned by:
Zoe Giannopoulos
65BD7DF7192F4AB...
Signature

4/19/2022 | 9:17 AM EDT
Date

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Highlands County

PROJECT DESCRIPTION:widening the existing two-lane undivided Sebring Parkway to a four-lane divided facility, from north of Youth Care Lane to south of Desoto Road

FPID#: 429841-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

DocuSign Envelope ID: F9FC6F95-4898-41F2-976E-2259F5A0575D

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $3,811,072.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
02

CONTRACT NO.
G0X84

FPN
433553-1-54-01

Recipient: Highlands County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on June 21, 2018 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

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

The original State Funded Grant Agreement executed on June 21, 2018 is replaced in its entirety by the attached State Funded Grant Agreement, incorporated by reference, which also provides a time extension from the original CIGP Agreement. The new expiration date will be June 30, 2023.

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

The June 21, 2018 State Funded Grant Agreement does not contain certain financial audit terms and conditions which were implemented by the Florida Department of Financial Services (DFS) and are required by Florida statutes since the time period of the original agreement. The purpose of this Supplemental Agreement # 2 is to cure these defects with a new State Funded Grant Agreement that is in compliance with statutory and DFS requirements as well as to provide a time extension as requested by Highlands County.

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

RECIPIENT:
Highlands County

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Legal Review:

DS
DC

_____

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

STATE-FUNDED GRANT AGREEMENT

FPN: 433553-1-54-01	Fund: CIGP	FLAIR Category:
	Org Code: 55014010106	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 09 - Highlands	Contract No: G0X84	Vendor No: F596000655046

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Highlands County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☒ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Sebring Parkway phase 11B from US 27 to Desoto Road, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $4,861,969.00 (Four Million Eight Hundred Sixty One Thousand Nine Hundred Sixty Nine Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $3,714,624.00 (Three Million Seven Hundred Fourteen Thousand Six Hundred Twenty Four and, additionally the Department's participation in the Project shall not exceed 77% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

        ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department’s project manager must be received prior to costs being incurred by the Recipient. See **Exhibit “B”** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☒ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☒ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: Executive order number 16-150

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Highlands County

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

By: _____ DS DC

Name: _____

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 433553-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Highlands County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: .474

PROJECT DESCRIPTION: The purpose of this Exhibit is to describe the scope of work and the responsibilities of Highlands County in connection with the design and construction of the Sebring Parkway from US 27 to DeSoto Road (Phase IIB).

The Sebring Parkway Phase IIB project involves construction of widening the existing two-lane undivided facility to a four-lane divided facility. The improvement will begin south of DeSoto Road and continue south to the intersection with US 27. The project length is approximately 0.474 miles. The widened typical section will be an urban section comprised of two 12 foot travel lanes in each direction. A 5-foot wide concrete sidewalk will be provided on the west side of the roadway. A roundabout will be constructed at the intersection of Medical Center Avenue.

The general objective is for Highlands County to provide contract administration, management services, construction engineering and inspection services and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the associated improvements. Services performed shall be in conformity with the Contract Plans and Project Specifications. The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and applicable County manuals, guidelines and specifications. Any services performed within the State right-of-way shall be in accordance with all applicable Florida Department of Transportation manuals, guidelines and specifications. Consultants/Contractors and subconsultants/subcontractors used by Highlands County shall be pre-qualified by FDOT in the specific area of their proposed service.

.

Specifically and non inclusive, the following are included in the Scope of Services:

•Roadway signing and pavement markings to meet the latest Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

•Construct or reconstruct, as appropriate, side streets which will be connected to Sebring Parkway Phase IIB.

•Provide for the preparation of the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

•The design criteria shall meet design standards set forth in the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (2016 Edition) and FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (latest edition).

•Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated, including any utility design and utility relocation of impacted utility facilities.

•A Professional Engineer, registered in the State of Florida, in responsible charge of the project's design shall professionally

endorse (sign, seal and certify) the record plans, the special provisions and all reference and support documents.
•Obtain topographic survey sufficient to provide proposed design.
•Acquisition of all applicable stormwater and environmental permits. Acquisition includes all associated permit fees.
•Provide Construction Engineering and Inspection (CEI).

Specifically and non inclusive, the following are included as Deliverables for the Scope of Services:
•A Final Topographic Survey Map, signed and sealed by a Professional Surveyor and Mapper, registered in the State of Florida, will be provided. Survey products and services shall comply with pertinent Florida Statutes and the Florida Administrative Code.
•A signed and sealed Final Geotechnical Report, prepared by a Professional Engineer, registered in the State of Florida.
•Final Pavement Design with supporting documentation.
•Roadway Plans and Component Plan Sets for FDOT review at preliminary and final completeness.
•Verification of coordination and dispensation of conflicts with affected utility owners.
•Draft Plan Specifications and bid package, will be provided by final Plan review.
•Record copies of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations.
•Final Roadway Plan and Component Plan Set - professionally endorsed (signed, sealed and certified) by a Professional Engineer, registered in the State of Florida, in responsible charge of the project's design.
•Final Plan Specifications - professionally endorsed (signed, sealed and certified) by a Professional Engineer, registered in the State of Florida, will be provided.
•Upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed prior to the notice to proceed for design.
b) Design to be completed prior to the notice to proceed for construction.
c) Right-of-Way requirements identified and provided to the Department prior to the notice to proceed for construction.
d) Right-of-Way to be certified prior to notice to proceed for construction.
e) Construction contract to be let by March 31, 2021.
f) Construction to be completed by June 30, 2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Highlands County 505 South Commerce Avenue Sebring, FL 33870	433553-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2018**	Maximum Department Participation (CIGP	$4,864,969.00	$3,714,624.00	$3,714,624.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$4,864,969.00 %	$3,714,624.00 %	$3,714,624.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$4,864,969.00	$3,714,624.00	$3,714,624.00	

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.

Zoe Giannopoulos
District Grant Manager Name

DocuSigned by:
Zoe Giannopoulos
65BD7DF7192F4AB...
Signature

4/19/2022 | 9:16 AM EDT
Date

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Highlands County

PROJECT DESCRIPTION:Sebring Parkway phase 11B from US 27 to Desoto Road

FPID#: 433553-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

DocuSign Envelope ID: 7CCDAEF0-AEC1-450C-B1A4-40FBA0C804F5

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $3,714,624.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

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

SUBJECT/TITLE: **Request approval of Budget Amendment 21-22-078 in the amount of $35,915.00 to complete the Engineering Design and Permitting Services for the Highlands County Solid Waste Management Center (HCSWMC) – Borrow Pit Mining Project #20045.**

STATEMENT OF ISSUE

In response to the recent review of the permit applications for the Highlands County Landfill Borrow Pit Expansion Project the United States Fish and Wildlife Service is requiring that cavity surveys and acoustic monitoring for the Florida Bonneted Bat and surveys for the Florida Grasshopper Sparrow be conducted prior to permit approval and construction activities associated with the project. The Bonneted Bat survey involves the establishment of eight (8) survey stations and sampling for five (5) nights, totaling 40 station-nights of data collections. The cost of the Florida Bonneted Bat Survey/Monitoring and meetings and administration is $23,683.00. The Florida Grasshopper Sparrow surveys must be conducted during nesting season, which is April through June 15th, with surveys being conducted three (3) times with a two-week interval between the surveys. The last possible date the survey can be started is May 15th to be completed in time. The cost of the Florida Grasshopper Sparrow Survey/Monitoring and meetings and administration will be $12,232.00.
The total cost for the Florida Bonneted Bat and Florida Grasshopper Sparrow environmental services is $35,915.00 (See Attachment A). Funds in the amount of $35,915.00 will need to be reallocated from Cost Center 9990F (Budgetary Expenditure 401), Account 59900 (Reserve for Contingency) to Cost Center 4210 (Refuse Disposal) Account 53100Z (Project Professional Services).

RECOMMENDED ACTION

Move to approve Budget Amendment 21-22-078 in the amount of $35,915.00.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 21/22 budget as this budget amendment is transferring $35,915.00 from the Solid Waste Reserve for Contingency account.

Attachments: Attachment A - Bonneted Bat & Grasshopper Sparrow Envir.pdf
21-22-078 Proj 20045 Addendum No 2 New Borrow Pit (BA).pdf
21-22-078 Proj 20045 Addemdi, Mo. 2 New Borrow Pit (Reserve).pdf

ATTACHMENT A

	DESCRIPTION	FEE
Highlands County Solid Waste Management Center – Florida Bonneted Bat and Florida Grasshopper Sparrow Environmental Services		
Task 1	Florida Bonneted Bat Surveys/Reporting	$20,930.00
	Miscellaneous Costs (Mileage, GPS)	$600.00
	Subtotal =	$21,530.00
	Meetings and Administration (10% of Subtotal)	$2,153.00
	Florida Bonneted Bat Environmental Services Total=	$23,683.00
Task 2	Florida Grasshopper Sparrow Surveys/Reporting	$4,200.00
	Miscellaneous Costs (Mileage, GPS)	$400.00
	Subtotal =	$11,120.00
	Meetings and Administration (10% of Subtotal)	$1,112.00
	Florida Grasshopper Sparrow Environmental Services Total=	$12,232.00
FIXED FEE (Including Reimbursable Expenses)		**$35,915.00**

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

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **4/21/2022**

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

FUND(S): **401** FUND TITLE(S): **Solid Waste** COST CENTER(S) #: **9990F, 4210**

PROJECT(S) #: **20045** PROJECT TITLE(S): **HCSWMC - Borrow Pit Mining 20-21** COST CENTER TITLE(S): **Budgetary Expenditure 401, Refuse Disposal System 401**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	401	9990F	59900	Reserve for Contingency		119,890.00		35,915.00	83,975.00
E	401	4210	53100Z	Project Professional Services	20045	77,938.60	35,915.00		113,853.60

REASON: **This Budget Ammendment is necessary to appropriate funds in project 20045 in the amount of $35,915.00 for the additional unexpected cost of a Florida Bonneted Bat and Florida Grasshopper Sparrow study and monitoring the United States Fish and Wildlife Services. In order to move forward with the Borrow Pit project, the study and monitoring must be conducted.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 21-22-078

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

_____ ITEM TO ITEM

XX RESERVE

_____ BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

SOLID WASTE FUND - 401 (9990F)

FISCAL YEAR 2021-2022

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/21		BEGINNING BALANCE		**$250,000.00**	
12/21/21	12/21/21	21-22-029	($55,110.00)	$194,890.00	To appropriate funds in project 20045 for the cost of relocation of Bald Eagle nests and Caracara nests.
01/18/22	01/18/22	21-22-041	($75,000.00)	$119,890.00	To create project 21063 for the additional unexpected cost of Recycling Collection drop-off site improvements.
05/03/22		21-22-078	($35,915.00)	$83,975.00	To add funding to Proj. 20045 for environmental study of FL Bonneted Bat and FL Grasshopper Sparrow.
REVISED TOTAL:				**$83,975.00**	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022 9:00 AM

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

SUBJECT/TITLE: **Request approval of Budget Amendment 21-22-080 in the amount of $11,000.00 to replace the intercom system at the Arbuckle Creek Landfill scale house.**

STATEMENT OF ISSUE

The Landfill scale house at the Highlands County Solid Waste Management Center currently has an intercom system that is used to communicate with customers. The intercom system is old, and the Clerk's IT Department can no longer get parts to fix the current system. The Clerk's IT Department has obtained a quote for the installation of a new intercom system at the Landfill. It is necessary to reallocate funds in the amount of Eleven Thousand Dollars ($11,000.00) within the Refuse Disposal Cost Center to pay for the new intercom system.

RECOMMENDED ACTION

Move to approve Budget Amendment 21-22-080 in the amount of $11,000.00 to replace the intercom system at the Arbuckle Creek Landfill scale house.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 21/22 budget as this budget amendment is transferring $11,000.00 from Other Contractual Services (53437) to Improvements Other Than (56300) within Cost Center 4210 – Refuse Disposal.

Attachments: 21-22-080 Intercom System at Landfill (BA).pdf

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

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **5/4/2022**

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

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

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Refuse Disposal**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**401**	**4210**	**53437**	**Other Contractual Service**		**153,380.00**		**11,000.00**	**142,380.00**
E	**401**	**4210**	**56300**	**Improvements Other Than**		**0.00**	**11,000.00**		**11,000.00**

REASON: **This Budget Ammendment is necessary to reallocate funds in the amount of $11,000.00 to replace the current intercom system at the Landfill Scalehouse.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-080**

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: May 17, 2022

PRESENTER:	**Tanya Cannady, Business Services Director** **Valerie Fleeger, Budget Analyst II/NAV**
SUBJECT/TITLE:	**Public hearing to consider proposed Ordinance No. 21-22-21 to amend Chapter 9, Article XXVI, Sun 'N Lakes of Lake Placid Recreation District.**

STATEMENT OF ISSUE

During the Meeting of the Districts on November 02, 2021, direction was given to staff to evaluate the current Sun 'N Lakes of Lake Placid Recreation MSBU boundary in conjunction with the current MSBU facility usage, and bring an ordinance to the Board which revises the MSBU boundary to include all properties which should be deriving a special benefit from the MSBU facilities.

There are 2,815 lots currently included in the District with an annual budget of $93,800. If the entire proposed boundaries are expanded, the lots will increase to 7,428.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 21-22-21 to amend Chapter 9, Article XXVI, Sun 'N lakes of Lake Placid Recreation District , Section 9-461, to expand the area of the district to include those indicated in Section 2.

FISCAL IMPACT

The boundary expansion will increase the annual assessment revenue. The fiscal impact will vary based on proposed changes to the methodology, which is scheduled as a public hearing on June 21, 2022.

Attachments: Sun N Lakes Lake Placid Letter_Final.pdf
Ordinance.Sun N Lakes LP Rec Dist. Boundary Change.pdf
GIS Map_Proposed Boundaries_05.17.22.pdf
SNL LP Public Notice_Affidavit of Publication_Corr.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
NON-AD VALOREM ASSESSMENT
600 S. Commerce Ave.
Sebring, FL 33870

* N O T I C E *

NAME
ADDRESS
CITY, STATE, ZIP

RE: Strap

Sun 'N Lakes of Lake Placid Boundary and Methodology of Assessment

Pursuant to Florida Statutes, Sections 125.01 and Highlands County Code of Ordinances, Chapter 9, Article XXVI, you are hereby notified that the Highlands County Board of County Commissioners intends to hold a Public Hearing on Tuesday, May 17, 2022, at 9:00 a.m., or as soon thereafter as can be heard, at the Government Center Boardroom, 600 S. Commerce Avenue, Sebring, Florida, at which time the Board will receive and consider any public comments and information regarding changes to the boundary of the Sun 'N Lakes of Lake Placid Recreation District. All interested parties have the right to appear at the hearing and/or to file written objections with the Board. Written objections should be mailed to the Non-Ad Valorem Department, 600 S. Commerce Ave, Sebring, Florida 33870, and received within 20 days of this notice. If the Board determines that continuation of the hearing is necessary, the date, time, and location of the continuation of the hearing will be announced at the public hearing on May 17, 2022.

Thereafter, the Sun 'N Lakes of Lake Placid Recreation District Board of Supervisors intends to hold a Public Hearing on June 21, 2022, at 9:00 a.m., or as soon thereafter as can be heard, at the Government Center Boardroom, 600 S. Commerce Avenue, Sebring, Florida, at which time the District Board will receive and consider any public comments and information regarding changes to the assessment classifications for the Sun 'N Lakes of Lake Placid Recreation District. All interested parties have the right to appear at the hearing and/or to file written objections with the Board. Written objections should be mailed to the Non-Ad Valorem Department, 600 S. Commerce Ave, Sebring, Florida 33870, and received within 20 days of this notice. If the Board determines that continuation of the hearing is necessary, the date, time, and location of the continuation of the hearing will be announced at the public hearing on June 21, 2022.

If you decide to appeal the decision made by the Highlands County Board of County Commissioners or the Board of Supervisors of the Sun 'N Lakes of Lake Placid Recreation District regarding the matters contained herein, you will need a record of the proceedings, and for such purposes you may need to ensure that a verbatim transcript of the proceedings is made, including the testimony and evidence upon which the appeal is to be based (Florida Statutes, Section 286.0105).

FOR ADDITIONAL INFORMATION PLEASE CALL (863) 402-6500.

ORDINANCE NO. 21-22-21

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XXVI, SUN 'N LAKES OF LAKE PLACID RECREATION DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDING CHAPTER 9, ARTICLE XXVI, SUN 'N LAKES OF LAKE PLACID RECREATION DISTRICT, SECTION 9-461, DEFINITIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, in 1992, Highlands County adopted Ordinance No.: 92-35, establishing the Sun 'N Lakes of Lake Placid Recreation District and the boundary thereof; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that it is in the best interest of the Sun 'N Lakes of Lake Placid Recreation District to revise the boundary thereof; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 9, ARTICLE XXVI, SUN 'N LAKES OF LAKE PLACID RECREATION DISTRICT, SECTION 9-461, DEFINITIONS. Highlands County Code of Ordinances, Chapter 9, Article XXVI, Sun 'N Lakes of Lake Placid Recreation District, Section 9-461, Definitions, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ constitutes deletions from existing text and asterisks (***) indicate omitted parts which are intended to remain unchanged.

ARTICLE XXVI. - SUN 'N LAKES OF LAKE PLACID RECREATION DISTRICT

Sec. 9-461. - Definitions.

The words and terms used in this article shall have the meanings assigned in this section.

***

Area of the District shall mean the following area, which comprises the area within which the powers and authority of the District will be exercised and municipal services and facilities are authorized to be provided in accordance with this article:

~~All of blocks 1, 2, 3, 4, 5, 6, A, B, T, U, V; and lots 2 through 23, all inclusive, of block 42; and lots 1 through 11, all inclusive, block S in section 1, Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8, page 10; and~~

~~All of blocks 35, 36, 37, 38, 39, 40, 41; and lots 24 through 26, all inclusive, of block 8; and lots 1 through 9, all inclusive, and lots 18 through 26, all inclusive, of block 9; and lots 24 through 41, all inclusive, of block 42; in section 2, Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8, page 28; and~~

~~All of blocks 7, 10, 11, 12, 13, 14, C, D, E, F, G, P, Q, R; and lots 1 through 23, all inclusive, block 8; and lots 10 through 13, all inclusive, block 9; and lots 1 through 11, all inclusive, block 30; and lots 12 through 22, all inclusive, block S; in section 3, Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8, page 31; and~~

~~All of blocks 15, 16, 17, 19, 20, 21, 22, H, I, J, K, L, M, N, O; and lots 1 through 10, all inclusive, block 26; of section 4, Sun 'N Lakes estates of Highlands County, Florida, Plat Book 8, page 34; and~~

~~All of blocks 31, 32, 33, 34; and lots 14 through 17, all inclusive, block 9; and lots 14 through 20, all inclusive, block 26; and lots 1 through 7, all inclusive, and lots 14 through 20, all inclusive, block 27; and lots 1 through 7, all inclusive, and lots 14 through 20, all inclusive, block 28; and lots 1 through 7, all inclusive, and lots 14 through 20, all inclusive, block 29; and lots 12 through 22, all inclusive, block 30; in section 5, Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8, page 60; and~~

~~All of blocks 23, 24, 25; and lots 11 through 20, all inclusive, block 22; and lots 11 through 13, all inclusive, block 26; and lots 8 through 13, all inclusive, block 27; and lots 8 through 13, all inclusive, block 28; and lots 8 through 13, all inclusive, block 29; in section 6, Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8, page 61; and~~

~~All of blocks 140, 141, 144, 145, 146, 147, 148, 149, 150, 151, 152; and lots 1 through 9, all inclusive, and lots 24 through 32, all inclusive, block 142; and lots 1 through 8, all inclusive, and lots 23 through 30, all inclusive, block 143; and lots 1 through 7, all inclusive, and lots 11 through 17, all inclusive, block 157; and lots 1 through 8, all inclusive, and lots 14 through 21, all inclusive, block 158; and lots 1 through 7, all inclusive, and lots 18 through 24, all inclusive, block 159; and lots 1 through 6, all inclusive, and lots 21 through 26, all inclusive, block 160; and lots 1 through 5, all inclusive, and lots 27 through 31, all inclusive, block 161; and lots 1 through 4, all inclusive, and lots 31 through 34, all inclusive, block 162; and lots 1 through 4, all inclusive, block 163; in section 15 Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8, page 84; and~~

~~Lots 7a through 10, all inclusive, in block 157; and lots 9 through 13, all inclusive, in block 158; and lots 7a through 17, all inclusive, in block 159; and lots 7 through 20, all inclusive, block 160; and lots 6 through 26, all inclusive, in block 161; and lots 5 through 30, all inclusive, in block 162; and lots 5 through 18, all inclusive, in block 163; in section 16 of Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8, page 85; and~~

~~All of blocks 153, 154, 155, 156, 233, 234, 235, 236, 237, 238, 239, 240, 243, 244; and lots 10 through 23, all inclusive, block 142; and lots 9 through 22, all inclusive, block 143; and lots 1 through 15, all inclusive, and lots 30 through 44, all inclusive, block 232; in section 18, Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8 page 87; and~~

~~All of blocks 229, 230, 231, 241, 242, 245; and lots 16 through 29, all inclusive, block 232; in section 19, Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8, page 88; and~~

~~All of blocks 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263; in section 20, Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8, page 89;~~

All of Sun ‘n Lakes Estates Section 1, as recorded in Plat Book 8, Page 10, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 2, as recorded in Plat Book 8, Page 28, of the public records of Highlands County, Florida; also

All of Sun ‘n Lakes Estates Section 3, as recorded in Plat Book 8, Page 31, of the public records of Highlands County, Florida;

All of Sun‘ n Lakes Estates Section 4, as recorded in Plat Book 8, Page 34, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 5, as recorded in Plat Book 8, Page 60, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 6, as recorded in Plat Book 8, Page 61, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 7, as recorded in Plat Book 8, Page 67, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 8, as recorded in Plat Book 8, Page 68, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 9, as recorded in Plat Book 8, Page 69, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 10, as recorded in Plat Book 8, Page 81, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 11, as recorded in Plat Book 8, Page 82, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 12, as recorded in Plat Book 8, Page 75, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 13, as recorded in Plat Book 8, Page 73, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 14, as recorded in Plat Book 8, Page 74, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 15, as recorded in Plat Book 8, Page 84, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 16, as recorded in Plat Book 8, Page 85, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 17, as recorded in Plat Book 8, Page 86, of the public records of Highlands County, Florida;

All of the replat of blocks 183-184 and 196 of Sun ‘n Lakes Estates Section 17, as recorded in Plat Book 08, Page 99, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 18, as recorded in Plat Book 8, Page 87, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 19, as recorded in Plat Book 8, Page 88, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Section 20, as recorded in Plat Book 8, Page 89, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Acres, as recorded in Plat Book 8, Page 24, of the public records of Highlands County, Florida;

All of Sun ‘n Lake Haven, as recorded in Plat Book 10, Page 7, of the public records of Highlands County, Florida;

All of Harris’s Sun ‘n Lakes Mobile Estates, as recorded in Plat Book 9, Page 67, of the public records of Highlands County, Florida;

All of Mir Wood Estates, as recorded in Plat Book 11, Page 6, of the public records of Highlands County, Florida;

All of Dormac Hills, as recorded in Plat Book 9, Page 38, of the public records of Highlands County, Florida;

All of Citrus Tracts, as recorded in Plat Book 14, Page 47, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Holiday Country Club Section less tract “J”, as recorded in Plat Book 8, Page 92, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Holiday Country Club Section 2, as recorded in Plat Book 12, Page 6, of the public records of Highlands County, Florida;

All of Golfside of Sun ’n Lakes, as recorded in Plat Book 15, Page 98, of the public records of Highlands County, Florida;

All of Sun ‘n Lakes Estates Holiday Village, as recorded in Plat Book 9, Page 27, of the public records of Highlands County, Florida;

All of Dockside of Sun ’n Lakes, as recorded in Plat Book 16, Page 24, of the public records of Highlands County, Florida;

All of Deeann Lakefront Estates, as recorded in Plat Book 15, Page 53, of the public records of Highlands County, Florida;

That replat of a portion of Deeann Lakefront Estates, as recorded in Plat Book 15, Page 110, of the public records of Highlands County, Florida;

Barron’s Unrecorded Subdivision; and

The condominium units within Village Del Mar being more particularly described as:

PARCEL A:

A portion of Section 20, Township 37 South, Range 30 East, Highlands County, Florida, more particularly described as follows: COMMENCE at the intersection of the Easterly right of way line of U.S. Highway No. 27 and the North Line of the Southeast Quarter of the Southeast Quarter of said Section 20; thence run South 28°45'00" East along the Easterly right of way line of U.S. Highway No. 27 for a distance of 429.235 feet to the POINT OF BEGINNING; thence continue South 28°45'00" East for a distance of 116.84 feet to a point; thence run South 89°21'00" East 96.14 feet to a point; thence run North 2°12'49" West for a distance of 109.33 feet to a point; thence run South 87°47'14" West for a distance of 148.22 feet to the POINT OF BEGINNING.

AND

A portion of Sections 20 and 21, Township 37 South, Range 30 East, Highlands County, Florida, more particularly described as follows: COMMENCE at the intersection of the Easterly right of way line of U.S. Highway No. 27 and the North Line of the Southeast Quarter of the Southeast Quarter of said Section 20; thence run South 28°45'00" East along the Easterly right of way line of said U.S. Highway No. 27 for a distance of 546.07 feet to a point; thence run South 89°21'00" East for a distance of 96.14 feet so the POINT OF BEGINNING; thence run North 2 degrees 12'49" West for a distance of 119.83 feet to a point; thence run North 87°47'11" East for a distance of 138.36 feet to a point; thence run South 0 degrees 18'00" West for a distance of 126.59 feet to a point; thence run North 89°21'00" West for a distance of 132.98 feet to the POINT OF BEGINNING.

PARCEL B:

A portion of Section 20 and 21, Township 37 South, Range 30 East, Highlands County, Florida, more particularly described as follows: Commence at the NE corner of the SE 1/4 of the SE 1/4 of said Section 20, thence N89°17'00" W along the N line of the SE 1/4 of the SE 1/4 of said Section 20 for a distance of 171.83 ft to the Point of Beginning; thence S61°15'00"W for a distance of 208.72 ft to a point on the Easterly right-of-way line of US Highway 27; thence S28°45'00" East along the Easterly right-of-way of US Highway 27 for a distance of 195 ft to a point, thence N61°15'00" East for a distance of 240 ft more or less to the shore line of Lake Grassy; thence meander along the shore line of said Lake Grassy, Northerly, Easterly, and Northwesterly for a distance of 575 feet, more or less, to a point, thence S61°15'00" West for a distance of 368.75 ft, more or less to the Point of Beginning.

PARCEL C:

A portion of Sections 20 and 21, Township 37 South, Range 30 East; Highlands County, Florida, more particularly described as follows; Commence at the NE corner of the SE 1/4 of the SE 1/4 of said Section 20; thence N89°17'00" W along the N line of the SE 1/4 of the SE 1/4 of said Section 20 for a distance of 411.75 ft to a point on the Easterly right-of-way line of US Highway 27; thence S 28°45'00" E along the Easterly right-of-way line of U.S. Highway 27 for a distance of 312.93 ft to the POINT OF BEGINNING; thence continue S28°45'00" E along said Easterly right-of-way line for a distance of 116.30 feet to a point; thence N87°47'14" E for a distance of 148.22 ft to a point; thence N2°12'49" W for a distance of 10.50 ft to a point, thence N87°47'11" E for a distance of 138.36 ft to a point; thence S0°18'00" W for a distance of 126.59 ft to a point; thence S89°21'00" E for a distance of 241.50 ft to a point, thence N0°39'00" E for a distance of 107 ft more or less to a point on the shore line of Lake Grassy; thence meander along the shoreline of said Lake Grassy, Northwesterly thence Northerly thence Westerly thence Northerly to a point lying perpendicular to the Point of Beginning, thence S61°15'00" W for a distance of 240 feet more or less to the POINT OF BEGINNING.

All being in Highlands County, Florida.

***

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the amendment to Highlands County Code of Ordinances, Chapter 9, Article XXVI, Sun 'N Lakes of Lake Placid Recreation District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. The revisions to Highlands County Code of Ordinances, Chapter 9, Article XXVI, Sun 'N Lakes of Lake Placid Recreation District, as set forth in Section 2 above shall be codified in the Highlands County Code of Ordinances.

B. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

A. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. **CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

DONE AND ADOPTED this _____ day of _____, 2022.

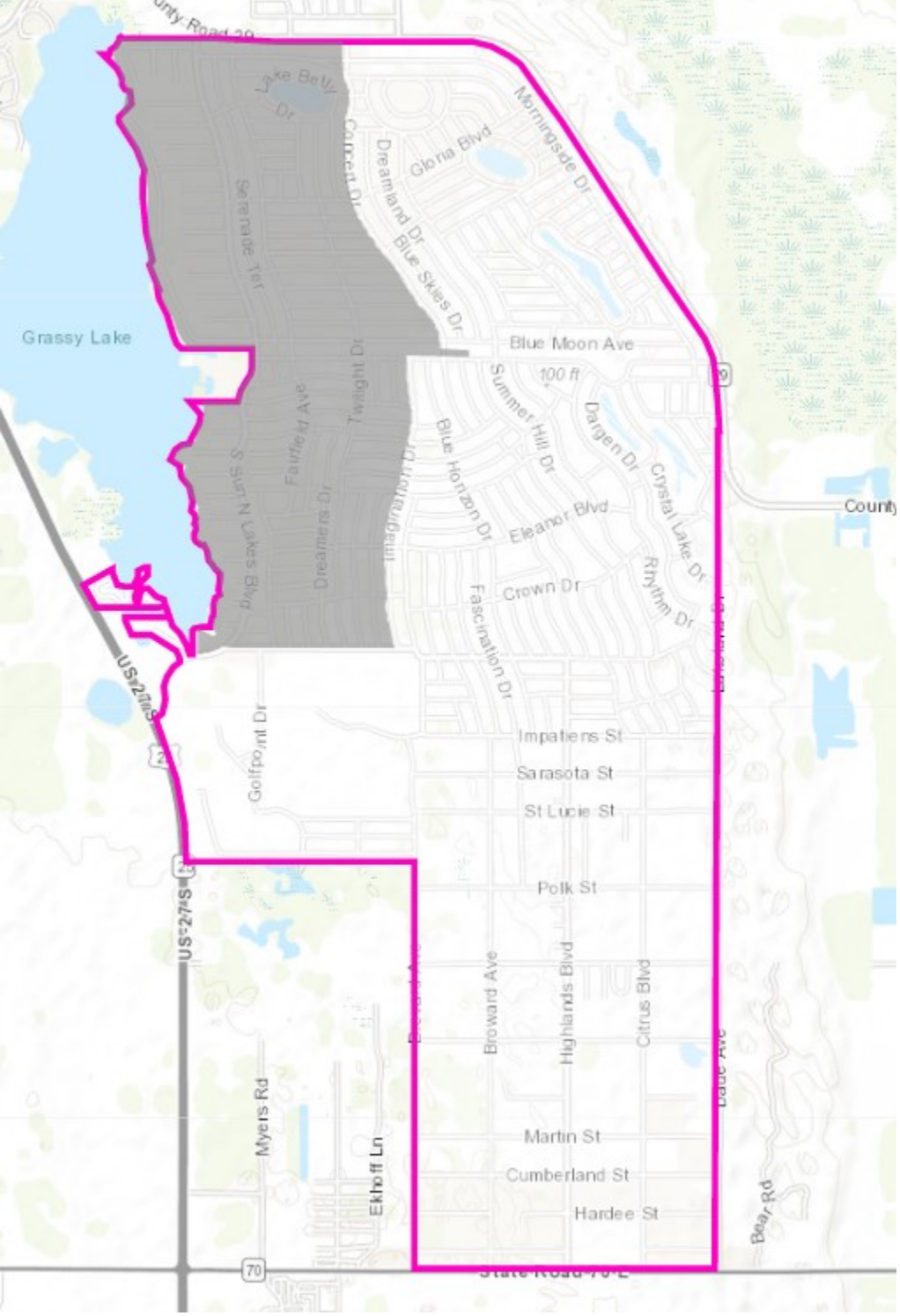
BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST:

_____
Jerome Kaszubowski, Clerk


Grassy Lake
Lake Belly Dr
Seaside Ter
Corbett Dr
Dreamland Dr
Blue Skies Dr
Gloria Blvd
Morningside Dr
Blue Moon Ave
100 ft
Summer Hill Dr
Dargen Dr
Crystal Lake Dr
Eleanor Blvd
Blue Horizon Dr
Twilight Dr
Fairfield Ave
S Sunset Lake Blvd
Dreamers Dr
Imagination Dr
Crown Dr
Rhythm Dr
Fascination Dr
Golfpoint Dr
US-27-Alt
Impatiens St
Sarasota St
St Lucie St
Polk St
Broward Ave
Highlands Blvd
Citrus Blvd
Myers Rd
Ekhoff Ln
Martin St
Cumberland St
Hardee St
Bear Rd
70

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 21-22-16 NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

The Highlands County Board of County Commissioners will conduct a public hearing to consider and act upon the following proposed County Ordinance on **May 17, 2022 at 9:00 am.,** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida or such other location and/or with the assistance of Communications Media Technology as may be deemed necessary based on COVID-19 pandemic concerns:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XXI, SOMERVALE DOWNS SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XXI, SOMERVALE DOWNS SPECIAL BENEFIT DISTRICT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870 and the office of the Clerk of the Board of County Commissioners, Recording Division, 590 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above and may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes*, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice) or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

adno=00092702

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 21-22-21 NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

The Highlands County Board of County Commissioners will conduct a public hearing to consider and act upon the following proposed County Ordinance on **May 17, 2022 at 9:00 am.,** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida or such other location and/or with the assistance of Communications Media Technology as may be deemed necessary based on COVID-19 pandemic concerns:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XXVI, SUN 'N LAKES OF LAKE PLACID RECREATION DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDING CHAPTER 9, ARTICLE XXVI, SUN 'N LAKES OF LAKE PLACID RECREATION DISTRICT, SECTION 9-461, DEFINITIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870 and the office of the Clerk of the Board of County Commissioners, Recording Division, 590 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above and may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes,* should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice) or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

adno=00092700

National News

KOKH VIA AP

Debris covers the sign for The Academy of Seminole after severe weather passed the area in Seminole, Okla., on Wednesday, May 4, 2022. A springtime storm system spawned several tornadoes that whipped through areas of Texas and Oklahoma, causing damage to a school, a marijuana farm and other structures.

Tornadoes strike Texas, Oklahoma; more storms in forecast

SEMINOLE, Okla. (AP) — A springtime storm system spawned several tornadoes that whipped through areas of Texas and Oklahoma, causing damage to a school, a marijuana farm and other structures.

There were no reports of serious injuries following the Wednesday night tornadoes, but the system was causing flooding in parts of Oklahoma and Arkansas and more stormy weather was expected Thursday.

Significant damage was reported in the Oklahoma city of Seminole, about 60 miles (97 kilometers) southeast of Oklahoma City, the Oklahoma Department of Emergency Management said. The Academy of Seminole took a direct hit but no one was injured, the school said on Facebook.

Video footage from Oklahoma TV station KOCO showed a tornado hit a marijuana farm in the nearby town of Maud.

Several roads and highways were closed Thursday morning in parts of Oklahoma and Arkansas because of flash flooding.

In Texas, a "large and dangerous tornado" was spotted Wednesday in the rural community of Lockett, about 170 miles (275 kilometers) northwest of Dallas, said the National Weather Service office in Norman, Oklahoma.

There were no significant injuries or deaths to residents in Wilbarger County, Sheriff Brian Fritze told KAUZ-TV. He said several homes and barns appeared to sustain extensive damage.

The Wednesday storms were the latest in several rounds of severe weather in the central United States. Last week, a tornado damaged more than 1,000 buildings in the Wichita suburb of Andover, Kansas. Three University of Oklahoma meteorology students died in a car crash while returning from storm chasing.

More stormy weather was expected Thursday from Texas into parts of the South. The storms could bring more tornadoes, large hail and damaging winds, and the threat of severe weather will continue Friday in parts of the South and over the weekend in the central Plains and Midwest, the weather service said.

New Mexico seeks opportunity in Texas border disruptions

By MORGAN LEE
Associated Press

SANTA FE, N.M. (AP) — New Mexico is highlighting its support for proposals that would route an international rail line through its Santa Teresa border crossing, capitalizing on Mexico's unease with disruptions along the Texas portion of the U.S. border with Mexico.

Mexico had considered a route through Texas, but in recent days officials have said they can no longer rely on that state. Texas Gov. Greg Abbott, a Republican, in April required all commercial trucks from Mexico to undergo extra inspections, tying up traffic and causing millions in losses.

The administration of Democratic New Mexico Gov. Michelle Lujan Grisham said Wednesday that it will send a delegation of economic development and transportation officials to Mexico City next week to explore opportunities to expand commercial infrastructure at the San Jeronimo-Santa Teresa crossing, about 20 miles (36 kilometers) west of El Paso, Texas.

New Mexico Economic Development Secretary Alicia Keyes said the state has already requested a U.S. presidential permit for a rail bypass route through Santa Teresa. Separately, she said a study on expanding infrastructure at the New Mexico crossing is near completion.

She said recent disruptions at Texas crossings change the outlook for Santa Teresa.

"They have issues with pollution and wait times and security," Keyes said of Texas' border entry points. "We have the opportunity to really envision what a dignified port of entry would look like."

Mexico's Economy Secretary Tatiana Clouthier was more forceful last week on the fate of a proposed rail line linking the Pacific coast port of Mazatlan in Mexico's Sinaloa state with the U.S. and Canada.

"I don't think we're going to use Texas anymore because we cannot put all our eggs in one basket and be held hostage to those who want to use trade as a political issue," Clouthier told a business conference. "We are going to look for another connection point."

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

Case No. NOTICE OF PUBLIC HEARING TO CONSIDER
COUNTY ORDINANCE NO. 21-22-21
May 17, 2022

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared
who on oath says that she is the Classified Advertising Legal Clerk
of Highlands News-Sun, a newspaper published
at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

MAY 6, 2022

Affiant further says that the Highlands News-Sun
newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Janet Emerson

Sworn to and subscribed before me this 10th day of May, 2022 by Janet Emerson, who is personally know to me.

Romona D. Washington, Editor, Notary Number: GG 333543
Notary expires: June 20, 2023

NOTARY PUBLIC STATE OF FLORIDA

ROMONA D WASHINGTON
Commission # GG 333543
Expires June 20, 2023
Bonded Thru Budget Notary Services

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER:	**Tanya Cannady, Business Services Director** **Valerie Fleeger, Budget Analyst II/NAV** **Sherry G. Sutphen, County Attorney**
SUBJECT/TITLE:	**Public hearing to consider proposed Ordinance No. 21-22-20 to repeal Chapter 9, Article XIX, Hickory Hills Special Benefit District.**

STATEMENT OF ISSUE

Hickory Hills Special Benefit District was created March 3, 1987 for the purpose of providing public thoroughfares, recreational facilities, etc. in the area of the district. The purpose of this MSBU has been completed and no new or additional purpose has been established, dissolution is recommended.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 21-22-20, to repeal Chapter 9, Article IX, Hickory Hills Special Benefit District in its entirety and the MSBU created thereby be dissolved and shall have no further force or effect.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Ordinance.MSBU.Hickory Hills Repeal.SGS.pdf
Hickory Hills Repeal_Mailing_05.17.22.pdf
HH Public Notice_Affidavit of Publication_05.17.22.pdf

ORDINANCE NO. 21-22-20

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XIX, HICKORY HILLS SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XIX, HICKORY HILLS SPECIAL BENEFIT DISTRICT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that there is no longer a current necessity for the Hickory Hills Special Benefit District, and it should, therefore, be abolished; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF CHAPTER 9, ARTICLE XIX, HICKORY HILLS SPECIAL BENEFIT DISTRICT. Highlands County Code of Ordinances, Chapter 9, Article XIX, Hickory Hills Special Benefit District, is hereby repealed in its entirety and the MSBU created thereby is dissolved and shall have no further force or effect.

SECTION 3. **IMPLEMENTING ADMINISTRATIVE ACTIONS.** The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. **SAVINGS CLAUSE.** All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 9, Article XIX, Hickory Hills Special Benefit District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **CODIFICATION AND SCRIVENER'S ERRORS.**

A. The repeal of Chapter 9, Article XIX, shall hereafter be reflected in the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. **CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

DONE AND ADOPTED this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST:

_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
NON-AD VALOREM ASSESSMENT
600 S. Commerce Ave.
Sebring, FL 33870

* CORRECTION N O T I C E *

Hearing Date Corrected to May 17, 2022

NAME
ADDRESS
CITY, STATE ZIP

RE: _____

You are hereby notified that since the County's purpose for establishing the Hickory Hills Special Benefit District (MSBU) are complete and there has not been a new or additional purpose established for the MSBU, the Highlands County Board of County Commissioners (Board) intends to hold a Public Hearing on Tuesday, May 17, 2022, at 9:00 a.m., or as soon thereafter as can be heard, at the Government Center Boardroom, 600 S. Commerce Avenue, Sebring, Florida, at which time the Board will receive and consider any public comments and information regarding the dissolution of the MSBU. All interested parties have the right to appear at the hearing and to file written objections with the Board. Written objections should be mailed to the Non-Ad Valorem Department, 600 S. Commerce Ave, Sebring, Florida 33870, and received within 10 days of this notice. If the Board determines that continuation of the hearing is necessary, the date, time, and location of the continuation of the hearing will be announced at the public hearing on May 17, 2022.

If you decide to appeal the decision made by the Board regarding this matter, you will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (Florida Statutes Section 286.0105).

FOR ADDITIONAL INFORMATION PLEASE CALL (863) 402-6500.

OPEC
FROM PAGE 1A

Asia that are not participating in the boycott. But it might not be able to find customers for all of the oil displaced from Europe, even at tempting knockdown prices.

There is limited pipeline and rail capacity to Asia. And while some oil could be redirected by sea, that will depend on the availability of oil tankers willing to deal with Russian crude, given the risk of sanctions. Banks and companies that insure tanker fleets may be reluctant to facilitate the sale of Russian oil.

"Higher prices could be around the corner," said Bjornar Tonhaugen, head of oil markets research at Rystad Energy. "The oil market has not fully priced in the potential of an EU oil embargo, so higher crude prices are to be expected in the summer months if it's voted into law."

U.S. oil prices rose Thursday, up 1.2% after the meeting to $109.01 per barrel, or 43% higher since the start of the year. International benchmark Brent crude rose 1.7%, to $111.81 per barrel.

For U.S. consumers, average gasoline prices stood at $4.19 per gallon Wednesday, up $1.29 from a year ago. The price of crude oil accounts for about 60% of the price at the pump in the United States.

Diesel for trucks and farm equipment has risen even more over a year ago, by $2.34, to $5.43 per gallon.

Drivers in Europe, where taxes make up a larger proportion of the price at the pump, are paying more, too. Gasoline prices are averaging 1.95 euros per liter in Germany, or the equivalent of $7.77 per gallon, while diesel has been at 2.02 euros per liter, or $8.05 per gallon.

MAIL
FROM PAGE 1A

the inmate," Lethbridge said. "Verified attorneys will be able to send legal documents directly to the inmate using that feature, at no cost. It will be up to attorneys if they choose to utilize the electronic legal mail system and the jail will continue to process legal mail delivered on paper as well."

Nevertheless, local defense attorneys said last week that they will probably continue to present jailed clients with paper documents. Lawyers prefer to take the paper documents to the inmate, so the two can review it and the inmate can sign it.

"I agree there are confidentiality issues with the digital format," said defense attorney Brad Wilson, a partner with Brewer & Wilson, PLLC. "When there is no paper, it affects a client's ability to participate in their defense. They can't make notes or write things down during attorney meetings or mark up their discovery with things they find noteworthy. That's definitely going to be a problem."

Other defense lawyers don't like the idea of sending legal documents to a device that's shared among inmates.

"You have two sharing one tablet?" he said. "What happens when one inmate says, 'I need to read my discovery, I want to read my discovery' and the other inmate says, 'My wife just sent me mail, I want to read it,' that's going to lead to altercations within the jail. It's not practical."

A top female defense lawyer sees another security issue:

"We already see how frequently one inmate uses another inmate's passcode for the phone," she said. "If they're able to get a passcode for the phone, what's to stop them from figuring out the username and password for that tablet and being able to access that other person's discovery?"

Inmates, and not just those with child sex charges, often don't want other inmates to know why they're in jail.

"I have several clients who would prefer other inmates in the jail not know what they're charged with," she said. "It's going to create instances for jailhouse snitches."

Lawyers also wonder how well Smart Communications Inc. will protect the confidentiality of the digital evidence and other confidential documents that attorneys will send their clients over the company's network. By the way, Smart Communications will also record and store jailhouse phone conversations on their servers for quality assurance purposes.

"Even though the Sheriff's Office assures us they don't record the attorney-client visits, (outside contractors) potentially have a record of every conversation and anything (digital) you send your clients for information purposes or intelligence," said Peter Brewer, of Brewer & Wilson. "It's really eroding the attorney-client confidentiality. You don't know what they're doing with it."

The digital mail system is part of a larger pattern of isolating inmates from their lawyers, according to Durham.

"The ultimate goal is to alienate the attorney from the client," he said. "If you're alienated and you don't have that outside contact, you're more apt to take a plea."

Another attorney agreed: "The next step, which we've been fighting all along, is 'Hey, let's do all this virtually, you don't have to come to the jail to meet with your client, you can do that over the internet.'"

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 21-22-20 NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

The Highlands County Board of County Commissioners will conduct a public hearing to consider and act upon the following proposed County Ordinance on **May 17, 2022 at 9:00 am.,** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida or such other location and/or with the assistance of Communications Media Technology as may be deemed necessary based on COVID-19 pandemic concerns:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XIX, HICKORY HILLS SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XIX, HICKORY HILLS SPECIAL BENEFIT DISTRICT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870 and the office of the Clerk of the Board of County Commissioners, Recording Division, 590 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above and may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes,* should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice) or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

adno=00092701

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 21-22-17 NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

The Highlands County Board of County Commissioners will conduct a public hearing to consider and act upon the following proposed County Ordinance on **May 17, 2022 at 9:00 am.,** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida or such other location and/or with the assistance of Communications Media Technology as may be deemed necessary based on COVID-19 pandemic concerns:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XXXVII, VANTAGE POINTE II SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XXXVII, VANTAGE POINTE II SPECIAL BENEFIT DISTRICT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DAT.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870 and the office of the Clerk of the Board of County Commissioners, Recording Division, 590 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above and may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes,* should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice) or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

adno=00092697

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

Case No. NOTICE OF PUBLIC HEARING TO CONSIDER
COUNTY ORDINANCE NO. 21-22-20
May 17, 2022

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared
who on oath says that she is the Classified Advertising Legal Clerk
of Highlands News-Sun, a newspaper published
at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

MAY 6, 2022

Affiant further says that the Highlands News-Sun
newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Janet Emerson

Sworn to and subscribed before me this 10th day of May, 2022 by Janet Emerson, who is personally know to me.

Romona D. Washington, Editor, Notary Number: GG 333543
Notary expires: June 20, 2023

NOTARY PUBLIC STATE OF FLORIDA
ROMONA D WASHINGTON
Commission # GG 333543
Expires June 20, 2023
Bonded Thru Budget Notary Services

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER:	**Tanya Cannady, Business Services Director** **Valerie Fleeger, Budget Analyst II/NAV** **Sherry G. Sutphen, County Attorney**
SUBJECT/TITLE:	**Public hearing to consider proposed Ordinance No. 21-22-19 to repeal Chapter 9, Article IV, Sebring Manor Special Benefit District.**

STATEMENT OF ISSUE

Sebring Manor Special Benefit District was created February 17, 1976 for the purpose of providing public roads in the area of the district. Property owners were never assessed and due to inactivity, dissolution is recommended.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 21-22-19, to repeal Chapter 9, Article IV, Sebring Manor Special Benefit District in its entirety and the MSBU created thereby be dissolved and shall have no further force or effect.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Ordinance.MSBU.Sebring Manor Repeal.SGS..pdf
Sebring Manor Repeal_Mailing_05.17.22.pdf
SM Public Notice_Affidavit of Publication_05.17.22.pdf

ORDINANCE NO. 21-22-19

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE IV, SEBRING MANOR SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE IV, SEBRING MANOR SPECIAL BENEFIT DISTRICT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that there is no longer a current necessity for the Sebring Manor Special Benefit District, and it should, therefore, be abolished; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF CHAPTER 9, ARTICLE IV, SEBRING MANOR SPECIAL BENEFIT DISTRICT. Highlands County Code of Ordinances, Chapter 9, Article IV, Sebring Manor Special Benefit District, is hereby repealed in its entirety and the MSBU created thereby is dissolved and shall have no further force or effect.

SECTION 3. **IMPLEMENTING ADMINISTRATIVE ACTIONS.** The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. **SAVINGS CLAUSE.** All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 9, Article IV, Sebring Manor Special Benefit District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **CODIFICATION AND SCRIVENER'S ERRORS.**

A. The repeal of Chapter 9, Article IV, shall hereafter be reflected in the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. **CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

DONE AND ADOPTED this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST:

_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
NON-AD VALOREM ASSESSMENT
600 S. Commerce Ave.
Sebring, FL 33870

* CORRECTION N O T I C E *

Hearing Date Corrected to May 17, 2022

NAME
ADDRESS
CITY, STATE, ZIP

RE: _____

You are hereby notified that since there has been no activity or amounts assessed against the properties within the boundaries of the Sebring Manor Special Benefit District (MSBU), the Highlands County Board of County Commissioners (Board) intends to hold a Public Hearing on Tuesday, May 17, 2022, at 9:00 a.m., or as soon thereafter as can be heard, at the Government Center Boardroom, 600 S. Commerce Avenue, Sebring, Florida, at which time the Board will receive and consider any public comments and information regarding the dissolution of the MSBU. All interested parties have the right to appear at the hearing and to file written objections with the Board. Written objections should be mailed to the Non-Ad Valorem Department, 600 S. Commerce Ave, Sebring, Florida 33870, and received within 10 days of this notice. If the Board determines that continuation of the hearing is necessary, the date, time, and location of the continuation of the hearing will be announced at the public hearing on May 17, 2022.

If you decide to appeal the decision made by the Board regarding this matter, you will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (Florida Statutes Section 286.0105).

FOR ADDITIONAL INFORMATION PLEASE CALL (863) 402-6500.

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 21-22-18 NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

The Highlands County Board of County Commissioners will conduct a public hearing to consider and act upon the following proposed County Ordinance on **May 17, 2022 at 9:00 am.,** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida or such other location and/or with the assistance of Communications Media Technology as may be deemed necessary based on COVID-19 pandemic concerns:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE IX, BONNETT CREEK ACRES SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE IX, BONNETT CREEK ACRES SPECIAL BENEFIT DISTRICT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870 and the office of the Clerk of the Board of County Commissioners, Recording Division, 590 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above and may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes*, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice) or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

adno=00092703

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 21-22-19 NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

The Highlands County Board of County Commissioners will conduct a public hearing to consider and act upon the following proposed County Ordinance on **May 17, 2022 at 9:00 am.,** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida or such other location and/or with the assistance of Communications Media Technology as may be deemed necessary based on COVID-19 pandemic concerns:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE IV, SEBRING MANOR SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE IV, SEBRING MANOR SPECIAL BENEFIT DISTRICT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870 and the office of the Clerk of the Board of County Commissioners, Recording Division, 590 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above and may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes,* should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice) or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

adno=00092699

OBITUARIES

Dr. Frank R. Branca Sr.

Dr. Frank Ralph Branca Sr., age 88, passed away on Tuesday, May 2, 2022 in Avon Park, Florida. He was born on Nov. 11, 1933 in Mount Vernon, New York to Frank Edward and Emma (Reggerio) Branca.

Frank worked as a psychologist and was the mayor of the City of Miramar, Florida. He was of Catholic faith, and proudly served his country in the U.S. Navy during the Korean Conflict. Frank has been a resident of Avon Park since 1975, coming from Miramar. He enjoyed golfing, fishing, family time, and loved his grandchildren.

He is survived by his loving children, Frank Branca Jr. (Bonnie), James Branca (Lisa), Matthew Branca and Paul Branca (Robyn), and brother, Ralph Branca (Ida). Surviving are also five grandchildren and three great-grandchildren. He was preceded in death by his wife, Shirley, and his parents. The family would like to express their thanks to all of his friends, colleagues and the many others who made his life so full and happy, especially his long-term companion, Stephanie, and his caretakers, Nikki and Marina.

The family will receive friends from 4-5 p.m. until service time at 5 p.m. Saturday, May 7, 2022 at Stephenson Nelson Funeral Home.

Arrangements entrusted to Stephenson-Nelson Funeral Home, 4001 Sebring Parkway, Sebring, FL 33870. Online condolences may be left at *www.stephensonnelsonfh.com*.

Sharon R. Holland

Sharon Rousseau Holland, age 71, of Sebring, Florida passed away on May 1, 2022. She was born Sept. 29, 1950, in Chicago, Illinois.

Sharon was predeceased by her loving daughter, Nancy Pelot-Weber, and her parents, Donald and Ann Rousseau.

She is survived by her children, Dustin Holland, Mathew Pelot and Kimberly Pelot; her sisters, Nancy Swinehart, Mary Rousseau, Patricia Rousseau and Anne Mattox; and her brothers, Donald Rousseau, Robert Rousseau, William Rousseau, Michael Rousseau, James Rousseau and Edward Rousseau. She was a doting grandma to six grandchildren and two great-grandchildren.

Sharon hit the jackpot with her lifetime companion, Samuel Pelot, with the patience of a Saint he was able to survive over 40 years of her quirks. Sharon, who loved and adored all babies and children, was the best aunt in the world to numerous nieces and nephews. They loved when she came to visit them because they were able to pick an item out of her large car trunk.

Sharon loved thrift stores, yard sales, clearance racks, garage sales and her favorite, the Disney warehouse. Sharon left behind a heck of a lot of stuff. She loved dogs and was great at picking dog names such as Bear, Yoda, Gypsy, Pain and Bones. She took in anybody's unwanted dogs. It was the gray tape to the rescue for all repairs or quick fixes for Sharon.

Sharon finally has the smoking hot body she has always wanted ... having been cremated. Sharon died peacefully in her sleep. She will be missed dearly by all.

A private memorial service will be held.

WHO: Nearly 15 million deaths associated with COVID-19

By MARIA CHENG
AP Medical Writer

LONDON (AP) — The World Health Organization estimates that nearly 15 million people were killed either by coronavirus or by its impact on overwhelmed health systems during the first two years of the pandemic, more than double the current official death toll of over 6 million.

Most of the deaths occurred in Southeast Asia, Europe and the Americas, according to a WHO report issued Thursday.

The U.N. health agency's director-general, Tedros Adhanom Ghebreyesus, described the newly calculated figure as "sobering," saying it should prompt countries to invest more in their capacities to quell future health emergencies.

WHO tasked scientists with determining the actual number of COVID-19 deaths between January 2020 and the end of last year. They estimated that between 13.3 million and 16.6 million people died either due to the coronavirus directly or because of factors somehow attributed to the pandemic's impact on health systems, such as cancer patients who were unable to seek treatment when hospitals were full of COVID patients.

Based on that range, the scientists came up with an approximated total of 14.9 million.

The estimate was based on country-reported data and statistical modeling, but only about half of countries provided information. WHO said it wasn't yet able to break down the data to distinguish between direct deaths from COVID-19 and those related to effects of the pandemic, but the agency plans a future project examining death certificates.

"This may seem like just a bean-counting exercise, but having these WHO numbers is so critical to understanding how we should combat future pandemics and continue to respond to this one," said Dr. Albert Ko, an infectious diseases specialist at the Yale School of Public Health who was not linked to the WHO research.

For example, Ko said, South Korea's decision to invest heavily in public health after it suffered a severe outbreak of MERS allowed it to escape COVID-19 with a per-capita death rate around a 20th of the one in the United States.

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

Case No. NOTICE OF PUBLIC HEARING TO CONSIDER
COUNTY ORDINANCE NO. 21-22-19
May 17, 2022

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared
who on oath says that she is the Classified Advertising Legal Clerk
of Highlands News-Sun, a newspaper published
at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

MAY 6, 2022

Affiant further says that the Highlands News-Sun
newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Sworn to and subscribed before me this 10th day of May, 2022 by Janet Emerson, who is personally know to me.

Romona D. Washington, Editor, Notary Number: GG 333543
Notary expires: June 20, 2023

NOTARY PUBLIC STATE OF FLORIDA
ROMONA D WASHINGTON
Commission # GG 333543
Expires June 20, 2023
Bonded Thru Budget Notary Services

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER:	**Tanya Cannady, Business Services Director** **Valerie Fleeger, Budget Analyst II/NAV** **Sherry G. Sutphen, County Attorney**
SUBJECT/TITLE:	**Public hearing to consider proposed Ordinance No. 21-22-18 to repeal Chapter 9, Article IX, Bonnett Creek Acres Special Benefit District .**

STATEMENT OF ISSUE

Bonnett Creek Acres Special Benefit District was created January 15, 2012 for the purpose of providing public roads in the area of the district. Property owners were never assessed and due to inactivity, dissolution is recommended.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 21-22-17, to repeal Chapter 9, Article IX, Bonnett Creek Acres Special Benefit District in its entirety and the MSBU created thereby be dissolved and shall have no further force or effect.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Ordinance.MSBU.Bonnett Creek Repeal.SGS.pdf
Bonnett Creek Repeal_Mailing_05.17.22.pdf
BC Public Notice_Affidavit of Publication_05.17.22.pdf

ORDINANCE NO. 21-22-18

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE IX, BONNETT CREEK ACRES SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE IX, BONNETT CREEK ACRES SPECIAL BENEFIT DISTRICT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that there is no longer a current necessity for the Bonnett Creek Acres Special Benefit District, and it should, therefore, be abolished; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF CHAPTER 9, ARTICLE IX, BONNETT CREEK ACRES SPECIAL BENEFIT DISTRICT. Highlands County Code of Ordinances, Chapter 9, Article IX, Bonnett Creek Acres Special Benefit District, is hereby repealed in its entirety and the MSBU created thereby is dissolved and shall have no further force or effect.

SECTION 3. **IMPLEMENTING ADMINISTRATIVE ACTIONS.** The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. **SAVINGS CLAUSE.** All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 9, Article IX, Bonnet Creek Acres Special Benefit District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **CODIFICATION AND SCRIVENER'S ERRORS.**

A. The repeal of Chapter 9, Article IX, shall hereafter be reflected in the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. **CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

DONE AND ADOPTED this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST:

_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
NON-AD VALOREM ASSESSMENT
600 S. Commerce Ave.
Sebring, FL 33870

* CORRECTION N O T I C E *

Hearing Date Corrected to May 17, 2022

NAME
ADDRESS
CITY, STATE, ZIP

RE: _____

You are hereby notified that since there has been no activity or amounts assessed against the properties within the boundaries of the Bonnett Creek Acres Special Benefit District (MSBU), the Highlands County Board of County Commissioners (Board) intends to hold a Public Hearing on Tuesday, May 17, 2022, at 9:00 a.m., or as soon thereafter as can be heard, at the Government Center Boardroom, 600 S. Commerce Avenue, Sebring, Florida, at which time the Board will receive and consider any public comments and information regarding the dissolution of the MSBU. All interested parties have the right to appear at the hearing and to file written objections with the Board. Written objections should be mailed to the Non-Ad Valorem Department, 600 S. Commerce Ave, Sebring, Florida 33870, and received within 10 days of this notice. If the Board determines that continuation of the hearing is necessary, the date, time, and location of the continuation of the hearing will be announced at the public hearing on May 17, 2022.

If you decide to appeal the decision made by the Board regarding this matter, you will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (Florida Statutes Section 286.0105).

FOR ADDITIONAL INFORMATION PLEASE CALL (863) 402-6500.

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 21-22-18 NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

The Highlands County Board of County Commissioners will conduct a public hearing to consider and act upon the following proposed County Ordinance on **May 17, 2022 at 9:00 am.,** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida or such other location and/or with the assistance of Communications Media Technology as may be deemed necessary based on COVID-19 pandemic concerns:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE IX, BONNETT CREEK ACRES SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE IX, BONNETT CREEK ACRES SPECIAL BENEFIT DISTRICT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870 and the office of the Clerk of the Board of County Commissioners, Recording Division, 590 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above and may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes*, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice) or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

adno=00092703

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 21-22-19 NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

The Highlands County Board of County Commissioners will conduct a public hearing to consider and act upon the following proposed County Ordinance on **May 17, 2022 at 9:00 am.,** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida or such other location and/or with the assistance of Communications Media Technology as may be deemed necessary based on COVID-19 pandemic concerns:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE IV, SEBRING MANOR SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE IV, SEBRING MANOR SPECIAL BENEFIT DISTRICT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870 and the office of the Clerk of the Board of County Commissioners, Recording Division, 590 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above and may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes,* should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice) or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

adno=00092699

OBITUARIES

Dr. Frank R. Branca Sr.

Dr. Frank Ralph Branca Sr., age 88, passed away on Tuesday, May 2, 2022 in Avon Park, Florida. He was born on Nov. 11, 1933 in Mount Vernon, New York to Frank Edward and Emma (Reggerio) Branca.

Frank worked as a psychologist and was the mayor of the City of Miramar, Florida. He was of Catholic faith, and proudly served his country in the U.S. Navy during the Korean Conflict. Frank has been a resident of Avon Park since 1975, coming from Miramar. He enjoyed golfing, fishing, family time, and loved his grandchildren.

He is survived by his loving children, Frank Branca Jr. (Bonnie), James Branca (Lisa), Matthew Branca and Paul Branca (Robyn), and brother, Ralph Branca (Ida). Surviving are also five grandchildren and three great-grandchildren. He was preceded in death by his wife, Shirley, and his parents. The family would like to express their thanks to all of his friends, colleagues and the many others who made his life so full and happy, especially his long-term companion, Stephanie, and his caretakers, Nikki and Marina.

The family will receive friends from 4-5 p.m. until service time at 5 p.m. Saturday, May 7, 2022 at Stephenson Nelson Funeral Home.

Arrangements entrusted to Stephenson-Nelson Funeral Home, 4001 Sebring Parkway, Sebring, FL 33870. Online condolences may be left at *www.stephensonnelsonfh.com*.

Sharon R. Holland

Sharon Rousseau Holland, age 71, of Sebring, Florida passed away on May 1, 2022. She was born Sept. 29, 1950, in Chicago, Illinois.

Sharon was predeceased by her loving daughter, Nancy Pelot-Weber, and her parents, Donald and Ann Rousseau.

She is survived by her children, Dustin Holland, Mathew Pelot and Kimberly Pelot; her sisters, Nancy Swinehart, Mary Rousseau, Patricia Rousseau and Anne Mattox; and her brothers, Donald Rousseau, Robert Rousseau, William Rousseau, Michael Rousseau, James Rousseau and Edward Rousseau. She was a doting grandma to six grandchildren and two great-grandchildren.

Sharon hit the jackpot with her lifetime companion, Samuel Pelot, with the patience of a Saint he was able to survive over 40 years of her quirks. Sharon, who loved and adored all babies and children, was the best aunt in the world to numerous nieces and nephews. They loved when she came to visit them because they were able to pick an item out of her large car trunk.

Sharon loved thrift stores, yard sales, clearance racks, garage sales and her favorite, the Disney warehouse. Sharon left behind a heck of a lot of stuff. She loved dogs and was great at picking dog names such as Bear, Yoda, Gypsy, Pain and Bones. She took in anybody's unwanted dogs. It was the gray tape to the rescue for all repairs or quick fixes for Sharon.

Sharon finally has the smoking hot body she has always wanted ... having been cremated. Sharon died peacefully in her sleep. She will be missed dearly by all.

A private memorial service will be held.

WHO: Nearly 15 million deaths associated with COVID-19

By MARIA CHENG
AP Medical Writer

LONDON (AP) — The World Health Organization estimates that nearly 15 million people were killed either by coronavirus or by its impact on overwhelmed health systems during the first two years of the pandemic, more than double the current official death toll of over 6 million.

Most of the deaths occurred in Southeast Asia, Europe and the Americas, according to a WHO report issued Thursday.

The U.N. health agency's director-general, Tedros Adhanom Ghebreyesus, described the newly calculated figure as "sobering," saying it should prompt countries to invest more in their capacities to quell future health emergencies.

WHO tasked scientists with determining the actual number of COVID-19 deaths between January 2020 and the end of last year. They estimated that between 13.3 million and 16.6 million people died either due to the coronavirus directly or because of factors somehow attributed to the pandemic's impact on health systems, such as cancer patients who were unable to seek treatment when hospitals were full of COVID patients.

Based on that range, the scientists came up with an approximated total of 14.9 million.

The estimate was based on country-reported data and statistical modeling, but only about half of countries provided information. WHO said it wasn't yet able to break down the data to distinguish between direct deaths from COVID-19 and those related to effects of the pandemic, but the agency plans a future project examining death certificates.

"This may seem like just a bean-counting exercise, but having these WHO numbers is so critical to understanding how we should combat future pandemics and continue to respond to this one," said Dr. Albert Ko, an infectious diseases specialist at the Yale School of Public Health who was not linked to the WHO research.

For example, Ko said, South Korea's decision to invest heavily in public health after it suffered a severe outbreak of MERS allowed it to escape COVID-19 with a per-capita death rate around a 20th of the one in the United States.

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

Case No. NOTICE OF PUBLIC HEARING TO CONSIDER
COUNTY ORDINANCE NO. 21-22-18
May 17, 2022

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared
who on oath says that she is the Classified Advertising Legal Clerk
of Highlands News-Sun, a newspaper published
at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

MAY 6, 2022

Affiant further says that the Highlands News-Sun
newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Janet Emerson

Sworn to and subscribed before me this 10th day of May, 2022 by Janet Emerson, who is personally know to me.

Romona D. Washington, Editor, Notary Number: GG 333543
Notary expires: June 20, 2023

NOTARY PUBLIC STATE OF FLORIDA
ROMONA D WASHINGTON
Commission # GG 333543
Expires June 20, 2023
Bonded Thru Budget Notary Services

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER:	**Tanya Cannady, Business Services Director** **Valerie Fleeger, Budget Analyst II/NAV** **Sherry G. Sutphen, County Attorney**
SUBJECT/TITLE:	**Public hearing to consider proposed Ordinance No. 21-22-17 to repeal Chapter 9, Article XXXVII, Vantage Pointe II Special Benefit District.**

STATEMENT OF ISSUE

Vantage Pointe II Special Benefit District was created March 21, 2000 for various purposes to include public thoroughfares, fire protection, street lighting, etc. in the area of the district. Property owners were never assessed and due to inactivity, dissolution is recommended.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 21-22-17, to repeal Chapter 9, Article XXI, Article XXXVII, Vantage Pointe II Special Benefit District in its entirety and the MSBU created thereby be dissolved and shall have no further force or effect.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Ordinance.MSBU.Vantage Pointe Repeal.SGS..pdf
Vantage Point Repeal_Mailing_05.17.22.pdf
VP Public Notice_Affidavit of Publication_05.17.22.pdf

ORDINANCE NO. 21-22-17

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XXXVII, VANTAGE POINTE II SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XXXVII, VANTAGE POINTE II SPECIAL BENEFIT DISTRICT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that there is no longer a current necessity for the Vantage Pointe II Special Benefit District, and it should, therefore, be abolished; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF CHAPTER 9, ARTICLE XXXVII, VANTAGE POINTE II SPECIAL BENEFIT DISTRICT. Highlands County Code of Ordinances, Chapter 9, Article XXXVII, Vantage Pointe II Special Benefit District, is hereby repealed

in its entirety and the MSBU created thereby is dissolved and shall have no further force or effect.

SECTION 3. **IMPLEMENTING ADMINISTRATIVE ACTIONS.** The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. **SAVINGS CLAUSE.** All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 9, Article XXXVII, Vantage Pointe II Special Benefit District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **CODIFICATION AND SCRIVENER'S ERRORS.**

A. The repeal of Chapter 9, Article XXXVII, shall hereafter be reflected in the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. **CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

DONE AND ADOPTED this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST:

_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
NON-AD VALOREM ASSESSMENT
600 S. Commerce Ave.
Sebring, FL 33870

* CORRECTION N O T I C E *

Hearing Date Corrected to May 17, 2022

NAME
ADDRESS
CITY, STATE, ZIP

RE: _____

You are hereby notified that since there has been no activity or amounts assessed against the properties within the boundaries of the Vantage Pointe II Special Benefit District (MSBU), the Highlands County Board of County Commissioners (Board) intends to hold a Public Hearing on Tuesday, May 17, 2022, at 9:00 a.m., or as soon thereafter as can be heard, at the Government Center Boardroom, 600 S. Commerce Avenue, Sebring, Florida, at which time the Board will receive and consider any public comments and information regarding the dissolution of the MSBU. All interested parties have the right to appear at the hearing and to file written objections with the Board. Written objections should be mailed to the Non-Ad Valorem Department, 600 S. Commerce Ave, Sebring, Florida 33870, and received within 10 days of this notice. If the Board determines that continuation of the hearing is necessary, the date, time, and location of the continuation of the hearing will be announced at the public hearing on May 17, 2022.

If you decide to appeal the decision made by the Board regarding this matter, you will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (Florida Statutes Section 286.0105).

FOR ADDITIONAL INFORMATION PLEASE CALL (863) 402-6500.

OPEC
FROM PAGE 1A

Asia that are not participating in the boycott. But it might not be able to find customers for all of the oil displaced from Europe, even at tempting knockdown prices.

There is limited pipeline and rail capacity to Asia. And while some oil could be redirected by sea, that will depend on the availability of oil tankers willing to deal with Russian crude, given the risk of sanctions. Banks and companies that insure tanker fleets may be reluctant to facilitate the sale of Russian oil.

"Higher prices could be around the corner," said Bjornar Tonhaugen, head of oil markets research at Rystad Energy. "The oil market has not fully priced in the potential of an EU oil embargo, so higher crude prices are to be expected in the summer months if it's voted into law."

U.S. oil prices rose Thursday, up 1.2% after the meeting to $109.01 per barrel, or 43% higher since the start of the year. International benchmark Brent crude rose 1.7%, to $111.81 per barrel.

For U.S. consumers, average gasoline prices stood at $4.19 per gallon Wednesday, up $1.29 from a year ago. The price of crude oil accounts for about 60% of the price at the pump in the United States.

Diesel for trucks and farm equipment has risen even more over a year ago, by $2.34, to $5.43 per gallon.

Drivers in Europe, where taxes make up a larger proportion of the price at the pump, are paying more, too. Gasoline prices are averaging 1.95 euros per liter in Germany, or the equivalent of $7.77 per gallon, while diesel has been at 2.02 euros per liter, or $8.05 per gallon.

MAIL
FROM PAGE 1A

the inmate," Lethbridge said. "Verified attorneys will be able to send legal documents directly to the inmate using that feature, at no cost. It will be up to attorneys if they choose to utilize the electronic legal mail system and the jail will continue to process legal mail delivered on paper as well."

Nevertheless, local defense attorneys said last week that they will probably continue to present jailed clients with paper documents. Lawyers prefer to take the paper documents to the inmate, so the two can review it and the inmate can sign it.

"I agree there are confidentiality issues with the digital format," said defense attorney Brad Wilson, a partner with Brewer & Wilson, PLLC. "When there is no paper, it affects a client's ability to participate in their defense. They can't make notes or write things down during attorney meetings or mark up their discovery with things they find noteworthy. That's definitely going to be a problem."

Other defense lawyers don't like the idea of sending legal documents to a device that's shared among inmates.

"You have two sharing one tablet?" he said. "What happens when one inmate says, 'I need to read my discovery, I want to read my discovery' and the other inmate says, 'My wife just sent me mail, I want to read it,' that's going to lead to altercations within the jail. It's not practical."

A top female defense lawyer sees another security issue:

"We already see how frequently one inmate uses another inmate's passcode for the phone," she said. "If they're able to get a passcode for the phone, what's to stop them from figuring out the username and password for that tablet and being able to access that other person's discovery?"

Inmates, and not just those with child sex charges, often don't want other inmates to know why they're in jail.

"I have several clients who would prefer other inmates in the jail not know what they're charged with," she said. "It's going to create instances for jailhouse snitches."

Lawyers also wonder how well Smart Communications Inc. will protect the confidentiality of the digital evidence and other confidential documents that attorneys will send their clients over the company's network. By the way, Smart Communications will also record and store jailhouse phone conversations on their servers for quality assurance purposes.

"Even though the Sheriff's Office assures us they don't record the attorney-client visits, (outside contractors) potentially have a record of every conversation and anything (digital) you send your clients for information purposes or intelligence," said Peter Brewer, of Brewer & Wilson. "It's really eroding the attorney-client confidentiality. You don't know what they're doing with it."

The digital mail system is part of a larger pattern of isolating inmates from their lawyers, according to Durham.

"The ultimate goal is to alienate the attorney from the client," he said. "If you're alienated and you don't have that outside contact, you're more apt to take a plea."

Another attorney agreed: "The next step, which we've been fighting all along, is 'Hey, let's do all this virtually, you don't have to come to the jail to meet with your client, you can do that over the internet.'"

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 21-22-20 NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

The Highlands County Board of County Commissioners will conduct a public hearing to consider and act upon the following proposed County Ordinance on **May 17, 2022 at 9:00 am.,** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida or such other location and/or with the assistance of Communications Media Technology as may be deemed necessary based on COVID-19 pandemic concerns:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XIX, HICKORY HILLS SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XIX, HICKORY HILLS SPECIAL BENEFIT DISTRICT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870 and the office of the Clerk of the Board of County Commissioners, Recording Division, 590 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above and may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes,* should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice) or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

adno=00092701

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 21-22-17 NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

The Highlands County Board of County Commissioners will conduct a public hearing to consider and act upon the following proposed County Ordinance on **May 17, 2022 at 9:00 am.,** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida or such other location and/or with the assistance of Communications Media Technology as may be deemed necessary based on COVID-19 pandemic concerns:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XXXVII, VANTAGE POINTE II SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XXXVII, VANTAGE POINTE II SPECIAL BENEFIT DISTRICT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DAT.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870 and the office of the Clerk of the Board of County Commissioners, Recording Division, 590 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above and may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes,* should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice) or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

adno=00092697

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

Case No. NOTICE OF PUBLIC HEARING TO CONSIDER
COUNTY ORDINANCE NO. 21-22-17
May 17, 2022

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared
who on oath says that she is the Classified Advertising Legal Clerk
of Highlands News-Sun, a newspaper published
at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

MAY 6, 2022

Affiant further says that the Highlands News-Sun
newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Janet Emerson

Sworn to and subscribed before me this 10th day of May, 2022 by Janet Emerson, who is personally know to me.

Romona D. Washington, Editor, Notary Number: GG 333543
Notary expires: June 20, 2023

NOTARY PUBLIC STATE OF FLORIDA
ROMONA D WASHINGTON
Commission # GG 333543
Expires June 20, 2023
Bonded Thru Budget Notary Services

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER:	**Tanya Cannady, Business Services Director** **Valerie Fleeger, Budget Analyst II/NAV** **Sherry G. Sutphen, County Attorney**
SUBJECT/TITLE:	**Public hearing to consider proposed Ordinance No. 21-22-16 to repeal Chapter 9, Article XXI, Somervale Downs Special Benefit District.**

STATEMENT OF ISSUE

Somervale Downs Special Benefit District was created July 24, 2012 for the purpose of providing public roads in the area of the district. Property owners were never assessed and due to inactivity, dissolution is recommended.

RECOMMENDED ACTION

Move to approve and adopt Ordinance No. 21-22-16, to repeal Chapter 9, Article XXI, Somervale Downs Special Benefit District in its entirety and the MSBU created thereby be dissolved and shall have no further force or effect.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Ordinance.MSBU.Somervale Downs Repeal.SGS.pdf
Somervale Downs Repeal_Mailing_05.17.22.pdf
SD Public Notice_Affidavit of Publication_05.17.22.pdf

ORDINANCE NO. 21-22-16

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XXI, SOMERVALE DOWNS SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XXI, SOMERVALE DOWNS SPECIAL BENEFIT DISTRICT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that there is no longer a current necessity for the Somervale Downs Special Benefit District, and it should, therefore, be abolished; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF CHAPTER 9, ARTICLE XXI, SOMERVALE DOWNS SPECIAL BENEFIT DISTRICT. Highlands County Code of Ordinances, Chapter 9, Article XXI, Somervale Downs Special Benefit District, is hereby repealed in

its entirety and the MSBU created thereby is dissolved and shall have no further force or effect.

SECTION 3. **IMPLEMENTING ADMINISTRATIVE ACTIONS.** The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. **SAVINGS CLAUSE.** All prior actions of the Board of County Commissioners of Highlands County pertaining to the repeal of Highlands County Code of Ordinances, Chapter 9, Article XXI, Somervale Downs Special Benefit District, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **CODIFICATION AND SCRIVENER'S ERRORS.**

A. The repeal of Chapter 9, Article XXI, shall hereafter be reflected in the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. **CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

DONE AND ADOPTED this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST:

_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
NON-AD VALOREM ASSESSMENT
600 S. Commerce Ave.
Sebring, FL 33870

* CORRECTION N O T I C E *

Hearing Date Corrected to May 17, 2022

NAME
ADDRESS
CITY, STATE, ZIP

RE: _____

You are hereby notified that since there has been no activity or amounts assessed against the properties within the boundaries of the Somervale Downs Special Benefit District (MSBU), the Highlands County Board of County Commissioners (Board) intends to hold a Public Hearing on Tuesday, May 17, 2022, at 9:00 a.m., or as soon thereafter as can be heard, at the Government Center Boardroom, 600 S. Commerce Avenue, Sebring, Florida, at which time the Board will receive and consider any public comments and information regarding the dissolution of the MSBU. All interested parties have the right to appear at the hearing and to file written objections with the Board. Written objections should be mailed to the Non-Ad Valorem Department, 600 S. Commerce Ave, Sebring, Florida 33870, and received within 10 days of this notice. If the Board determines that continuation of the hearing is necessary, the date, time, and location of the continuation of the hearing will be announced at the public hearing on May 17, 2022.

If you decide to appeal the decision made by the Board regarding this matter, you will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (Florida Statutes Section 286.0105).

FOR ADDITIONAL INFORMATION PLEASE CALL (863) 402-6500.

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 21-22-16 NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

The Highlands County Board of County Commissioners will conduct a public hearing to consider and act upon the following proposed County Ordinance on **May 17, 2022 at 9:00 am.,** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida or such other location and/or with the assistance of Communications Media Technology as may be deemed necessary based on COVID-19 pandemic concerns:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XXI, SOMERVALE DOWNS SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CHAPTER 9, ARTICLE XXI, SOMERVALE DOWNS SPECIAL BENEFIT DISTRICT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870 and the office of the Clerk of the Board of County Commissioners, Recording Division, 590 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above and may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes*, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice) or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

adno=00092702

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 21-22-21 NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

The Highlands County Board of County Commissioners will conduct a public hearing to consider and act upon the following proposed County Ordinance on **May 17, 2022 at 9:00 am.,** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida or such other location and/or with the assistance of Communications Media Technology as may be deemed necessary based on COVID-19 pandemic concerns:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XXVI, SUN 'N LAKES OF LAKE PLACID RECREATION DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDING CHAPTER 9, ARTICLE XXVI, SUN 'N LAKES OF LAKE PLACID RECREATION DISTRICT, SECTION 9-461, DEFINITIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870 and the office of the Clerk of the Board of County Commissioners, Recording Division, 590 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above and may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes,* should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice) or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

adno=00092700

National News

KOKH VIA AP

Debris covers the sign for The Academy of Seminole after severe weather passed the area in Seminole, Okla., on Wednesday, May 4, 2022. A springtime storm system spawned several tornadoes that whipped through areas of Texas and Oklahoma, causing damage to a school, a marijuana farm and other structures.

Tornadoes strike Texas, Oklahoma; more storms in forecast

SEMINOLE, Okla. (AP) — A springtime storm system spawned several tornadoes that whipped through areas of Texas and Oklahoma, causing damage to a school, a marijuana farm and other structures.

There were no reports of serious injuries following the Wednesday night tornadoes, but the system was causing flooding in parts of Oklahoma and Arkansas and more stormy weather was expected Thursday.

Significant damage was reported in the Oklahoma city of Seminole, about 60 miles (97 kilometers) southeast of Oklahoma City, the Oklahoma Department of Emergency Management said. The Academy of Seminole took a direct hit but no one was injured, the school said on Facebook.

Video footage from Oklahoma TV station KOCO showed a tornado hit a marijuana farm in the nearby town of Maud.

Several roads and highways were closed Thursday morning in parts of Oklahoma and Arkansas because of flash flooding.

In Texas, a "large and dangerous tornado" was spotted Wednesday in the rural community of Lockett, about 170 miles (275 kilometers) northwest of Dallas, said the National Weather Service office in Norman, Oklahoma.

There were no significant injuries or deaths to residents in Wilbarger County, Sheriff Brian Fritze told KAUZ-TV. He said several homes and barns appeared to sustain extensive damage.

The Wednesday storms were the latest in several rounds of severe weather in the central United States. Last week, a tornado damaged more than 1,000 buildings in the Wichita suburb of Andover, Kansas. Three University of Oklahoma meteorology students died in a car crash while returning from storm chasing.

More stormy weather was expected Thursday from Texas into parts of the South. The storms could bring more tornadoes, large hail and damaging winds, and the threat of severe weather will continue Friday in parts of the South and over the weekend in the central Plains and Midwest, the weather service said.

New Mexico seeks opportunity in Texas border disruptions

By MORGAN LEE
Associated Press

SANTA FE, N.M. (AP) — New Mexico is highlighting its support for proposals that would route an international rail line through its Santa Teresa border crossing, capitalizing on Mexico's unease with disruptions along the Texas portion of the U.S. border with Mexico.

Mexico had considered a route through Texas, but in recent days officials have said they can no longer rely on that state. Texas Gov. Greg Abbott, a Republican, in April required all commercial trucks from Mexico to undergo extra inspections, tying up traffic and causing millions in losses.

The administration of Democratic New Mexico Gov. Michelle Lujan Grisham said Wednesday that it will send a delegation of economic development and transportation officials to Mexico City next week to explore opportunities to expand commercial infrastructure at the San Jeronimo-Santa Teresa crossing, about 20 miles (36 kilometers) west of El Paso, Texas.

New Mexico Economic Development Secretary Alicia Keyes said the state has already requested a U.S. presidential permit for a rail bypass route through Santa Teresa. Separately, she said a study on expanding infrastructure at the New Mexico crossing is near completion.

She said recent disruptions at Texas crossings change the outlook for Santa Teresa.

"They have issues with pollution and wait times and security," Keyes said of Texas' border entry points. "We have the opportunity to really envision what a dignified port of entry would look like."

Mexico's Economy Secretary Tatiana Clouthier was more forceful last week on the fate of a proposed rail line linking the Pacific coast port of Mazatlan in Mexico's Sinaloa state with the U.S. and Canada.

"I don't think we're going to use Texas anymore because we cannot put all our eggs in one basket and be held hostage to those who want to use trade as a political issue," Clouthier told a business conference. "We are going to look for another connection point."

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

Case No. NOTICE OF PUBLIC HEARING TO CONSIDER
COUNTY ORDINANCE NO. 21-22-16
May 17, 2022

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News-Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

MAY 6, 2022

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Janet Emerson

Sworn to and subscribed before me this 10th day of May, 2022 by Janet Emerson, who is personally know to me.

Romona D. Washington, Editor, Notary Number: GG 333543
Notary expires: June 20, 2023

NOTARY PUBLIC STATE OF FLORIDA
ROMONA D WASHINGTON
Commission # GG 333543
Expires June 20, 2023
Bonded Thru Budget Notary Services

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER:	**Melony Culpepper, Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider CPA-22-599LS for Transmittal to the Florida Department of Economic Opportunity, a Large-Scale Plan Amendment for Text Amendments to the Highlands County 2030 Comprehensive Plan and updates to the Water Supply Facilities Work Plan.**

STATEMENT OF ISSUE

As part of the County's Long Range Planning, an update is proposed to the County's Water Supply Facilities Work Plan (Water Supply Plan) for a ten (10) year planning period from 2022 through 2032. The updates are proposed for incorporation into the Highlands County 2030 Comprehensive Plan. The Elements proposed for amendment include the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element.

The Planning and Zoning Commission recommended approval of CPA-22-599LS as presented.

RECOMMENDED ACTION

Move to approve the Large Scale Plan Amendment CPA-22-599LS amending the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County 2030 Comprehensive Plan and the updated Water Supply Facilities Work Plan for transmittal to the Florida Department of Economic Opportunity for expedited state review.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-22-599LS WSP 2022-2032 BCC.pdf
Water Supply Plan Update Final Draft.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Large Scale Comprehensive Plan Text Amendment	**BCC Hearing Date:** 5/17/2022
Case Number: CPA-22-599LS	**Case Name:** Water Supply Plan Update
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Amendment: CPA-22-599LS – Large Scale Comprehensive Plan Text Amendment

Proposal: Amending the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County 2030 Comprehensive Plan and updates to the Water Supply Facilities Work Plan

Area Covered
By Amendment: County-wide

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 the Large Scale Plan Amendment CPA-22-599LS amending the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County 2030 Comprehensive Plan and the updated Water Supply Facilities Work Plan for transmittal to the Florida Department of Economic Opportunity for expedited state review.

2. **Staff Recommendation to P&Z:** Recommend to the Board of County Commissioners (BCC) to approve the Large Scale Plan Amendment CPA-22-599LS amending the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County 2030 Comprehensive Plan and the updated Water Supply Facilities Work Plan for transmittal to the Florida Department of Economic Opportunity for expedited state review.

3. **Excerpt from the May 10, 2022 DRAFT P&Z Minutes, and Recommendation to the BCC: "B. CPA-22-599LS – ORDINANCE NO. 21-22- - AMENDING THE FUTURE LAND USE ELEMENT, INFRASTRUCTURE ELEMENT, NATURAL RESOURCES ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, AND CAPITAL IMPROVEMENTS ELEMENT OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND UPDATING THE WATER SUPPLY FACILITIES WORK PLAN – C/O MELONY CULPEPPER, ASSISTANT DEVELOPMENT SERVICES DIRECTOR/PLANNING AND ZONING MANAGER** Mr. Roberts read the request and Mrs. Culpepper presented the request. The South Florida Water

Management District asked for a few revisions in the draft Water Supply Plan related to the Sebring Airport Authority and there was a correction needed from the previous hearing. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mrs. Hunnicutt and seconded by Mr. Reed to recommend to the Board of County Commissioners to approve the Large Scale Plan Amendment CPA-22-599LS amending the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County 2030 Comprehensive Plan and the updated Water Supply Facilities Work Plan for transmittal to the Florida Department of Economic Opportunity for expedited state review.

Upon roll call, all members voted yes. **Motion carried 4-0."**

4. **Excerpt from the April 12, 2022 DRAFT P&Z Minutes, and Recommendation to the BCC: "B. CPA-22-599LS – ORDINANCE NO. 21-22- - AMENDING THE FUTURE LAND USE ELEMENT, INFRASTRUCTURE ELEMENT, NATURAL RESOURCES ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, AND CAPITAL IMPROVEMENTS ELEMENT OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND UPDATING THE WATER SUPPLY FACILITIES WORK PLAN – C/O MELONY CULPEPPER, ASSISTANT DEVELOPMENT SERVICES DIRECTOR/PLANNING AND ZONING MANAGER** Mrs. Hunnicutt read the request and Mrs. Culpepper presented the request. There were no letters received, and no one spoke in favor of or against the request.

   Motion by Mr. Ingler and seconded by Mr. Reed to recommend to the Board of County Commissioners to approve the Large Scale Plan Amendment CPA-22-599LS amending the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County 2030 Comprehensive Plan and the updated Water Supply Facilities Work Plan for transmittal to the Florida Department of Economic Opportunity for expedited state review.

   Upon roll call, all members voted yes. **Motion carried 4-0."**

Supplemental Material/Issue Analysis Report:

To consider adoption of the proposed update to the 10-Year Water Supply Facilities Work Plan, for a planning period of not less than ten years, and text amendments to the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County 2030 Comprehensive Plan to incorporate the County's update to the 10-Year Water Supply Facilities Work Plan.

Attachments:

1. Proposed Element Amendment Summary
2. Proposed Element Amendments
3. Update to the Water Supply Plan

10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE 2022-2032

Adopted: _____

Special thanks to the Highlands County Board of County Commissioners, Planning and Zoning Commission, community potable water providers, and the Water Management Districts that contributed to the preparation of this document.

County Commissioners
Kathy Rapp, District 2, Chair
Chris Campbell, District 5, Vice-Chair
Kevin Roberts, District 1
Scott Kirouac, District 3
Arlene Tuck, District 4

Development Services Staff
Leah Sauls, Director
Melony Culpepper, AICP, Planning and Zoning Manager

Prepared by
Pennoni Associates Inc.
Merle H. Bishop, FAICP, Senior Planner

Technical Assistance from

TABLE OF CONTENTS

TABLE OF CONTENTS iii
LIST OF TABLES v
LIST OF MAPS vi
LIST OF FIGURES vi
LIST OF ABBREVIATIONS vii

I. INTRODUCTION I-1
A. Statutory Requirements I-1
B. Transfer of Highlands County Water Supply Systems I-2

II. BACKGROUND INFORMATION II-1
A. Overview II-1
B. Water Management Districts II-2
1. South Florida Water Management District (SFWMD). II-2
2. Southwest Florida Water Management District (SWFWMD). II-3
3. Floridan Aquifer. II-4
C. Water Resources Overview and Relevant Regional Issues II-6
1. SFWMD LKB Planning Area. II-6
a. Hydrologic Studies and Modeling: II-6
b. Regulatory Protection and Water Quality. II-7
c. The Kissimmee River Restoration Project. II-8
d. SWFWMD Constraints (Southern Water Use Caution Area and the Lake Wales Ridge) II-8
2. SWFWMD Highlands Planning Region (HPR). II-9
a. Alternative Water Supply Development, Water Conservation and Reuse II-9
b. Support for Water Supply Planning II-9
c. Minimum Flows and Levels (MFL) Established II-9
d. Reservation II-10
e. Climate Change II-10

III. DATA AND ANALYSIS III-1
A. An Inventory of Existing Water Supply Systems III-1
1. Municipal Community Owned Potable Water Systems. III-1
2. Community Type Potable Water Systems. III-2
3. Cumulative Current Water Supply Demand. III-3
4. Other Community Type Potable Water Systems. III-4
5. Non-Community Type Potable Water Systems. III-5
6. Cumulative Water Supply Demand for All Water Systems. III-7
B. Population and Water Demand Projections III-10
C. Additional Water Demand Sources III-14

IV. CAPITAL IMPROVEMENTS....IV-1
A. Work Plan Projects....IV-1
B. Capital Improvements Element/Schedule....IV-1
1. Highlands County....IV-1
2. City of Avon Park....IV-3
3. City of Sebring....IV-3
4. Town of Lake Placid....IV-4

V. WATER CONSERVATION AND RECLAIMED WATER....V-1
A. Conservation Programs....V-1
1. Education....V-1
2. Florida Building Code....V-2
3. Water Restrictions....V-2
4. Florida-friendly Landscaping and Irrigation Methods....V-2
5. Agriculture Water Conservation....V-2
6. Mobile Irrigation Lab (MIL)....V-3
7. Existing Conservation Programs and Initiatives....V-4
8. Programs and Initiatives for Further Exploration....V-5
B. Stormwater Treatment Area (STA)....V-5
C. Reclaimed Water....V-8

VI. GOALS, OBJECTIVES AND POLICIES....VI-1
A. FUTURE LAND USE ELEMENT....VI-1
B. INFRASTRUCTURE ELEMENT....VI-1
C. INTERGOVERNMENTAL COORDINATION ELEMENT....VI-5

References

Appendix A: Interlocal Agreement between Highlands County and the Town of Lake Placid for the Transfer of Utilities
Appendix B: Maps of Potable Water Systems Service Areas
Appendix C: Confirmation Letters: Adequate Water & Facilities for Community Type Systems
Appendix D: Highlands County - Capital Improvements Element/Schedule
Appendix E: City of Avon Park - Capital Improvements Element/Schedule
Appendix F: City of Sebring - Capital Improvements Element/Schedule
Appendix G: Town of Lake Placid - Capital Improvements Element/Schedule
Appendix H: Anticipated Phasing Schedule for the Spring Lake Improvement District Conceptual Permit

LIST OF TABLES

SECTION III.

Municipal Community Owned Systems 3.1
Community Type Systems.....3.2
Cumulative Demand 3.3
Other Community Type Water Systems.....3.4
Non-Community Type Water Systems.....3.5
Cumulative Demand – All Systems.....3.6
Estimated Total Population by Semi-Decade Projected to the Year 2035. .....3.7
Projected Water Demand for Estimated Permanent Population on Public and DSS Sources.....3.8
Projected Water Demand for Estimated Seasonal Population on Public and DSS Sources in GPD 3.9
Projected Water Management District Water Demand Public Water Supply (PWS) and Domestic Self-Supply Sources (DSS) in MGD.....3.10
Projected Excess Water Capacity in Water Management District WSPs Relative to Highlands County Projections in GPD 3.11
Projected Total Gross Agricultural Irrigation Water Demand Under Average Rainfall Conditions and 1 in 10 Year Drought Conditions in MGD.....3.12
Summary of Gross Water Demand Under Average Rainfall Conditions and 1 in 10 Year Drought Condition in MDG.....3.13

SECTION V.

Reclaimed Water Facilities 5.14

LIST OF MAPS

SECTION III.	Highlands County Potable Water Systems	3-1
	Highlands County Domestic Self Supply	3-2
SECTION V.	Mobile Irrigation Labs Urban Service Areas Map	5-1
SECTION VI.	Proposed Joint Notification Area – Avon Park	6-1
	Proposed Joint Notification Area – Sebring	6-2
	Proposed Joint Notification Area – Lake Placid	6-3
Appendix B		
	City of Avon Park City Limits Map	B-1
	City of Sebring City Limits Map	B-2
	Public Water Supply Service Areas – Avon Park, Sebring, Sun 'n' Lakes Improvement District Map	B-3
	Lake Placid Regional Utility – Potable Water Supply System	B-4
	Placid Lakes Utility PWS Map	B-5
	Spring Lake Improvement District PWS Map	B-6

LIST OF FIGURES

SECTION II.	Map of Highlands	2.1
	Lower Kissimmee Basin (LKB) Water Supply Plan Area	2.2
	Major Watersheds within the LKB Planning Area	2.3
	Heartland Planning Region (HPR)	2.4
	Major Hydrologic Features in the HPR	2.5
	Floridan Aquifer	2.6
	Southern Water Use Caution Area	2.7
SECTION V.	Stormwater Treatment Area – Wetland Function	5.8
	Spring Lake Improvement District Stormwater Treatment Area	5.9

LIST OF ABBREVIATIONS

CIE	Capital Improvements Element
CIPs	Capital Improvements Plan
CIS	Capital Improvements Schedule
CMS	Concurrency Management System
DSS	Domestic Self-Supply
FAS	Floridan Aquifer System
FBC	Florida Building Code
FDEP	Florida Department of Economic Opportunity
FDOT	Florida Department of Transportation
F.S.	Florida Statutes
gpcd	gallons per capita per day
HC PLAN	*Highlands County 2030 Comprehensive Plan*
HPR	Heartland Planning Region
HPR WSP 2020	*2020 Heartland Planning Region Water Supply Plan*
HSWCD	Highlands Soil & Water Conservation District
IAS	Intermediate Aquifer System
LDRs	*Highlands County Land Development Regulations*
LOS	Level of Service
LKB	Lower Kissimmee Basin
LKB-WSP 2019	*2019 Lower Kissimmee Basin Water Supply Plan*

MFL	Minimum Flow Levels
MIL	Mobile Irrigation Labs
MGD	Million Gallons per Day
PWS	Public Water Supply
SAS	Surficial Aquifer System
SFWMD	South Florida Water Management District
SLID	Spring Lake Improvement District
SNLID	Sun 'N Lake of Sebring Improvement District
STA	Stormwater Treatment Area
SWFWMD	Southwest Florida Water Management District
SWUCA	Southern Water Use Caution Area
Town	Town of Lake Placid
UFA	Upper Floridan Aquifer
WMD	Water Management Districts
10-year WSP	Highlands County Water Supply Facilities Work Plan Update-2022-2032

I. INTRODUCTION

The purpose of the Highlands County Water Supply Facilities Work Plan Update 2022-2032 (10-year WSP) is to plan for the water sources needed to serve the existing population and projected increase in population within the unincorporated areas of the county. This requires coordination with the Water Management Districts (WMDs), municipal community owned potable water utilities and community type potable water systems. The Plan Update must also evaluate alternative water supply sources and address conservation efforts for the projected water demand for the 10-year planning period.

Chapter 163, Part II, Florida Statutes (F.S.), requires that a local government located within an area subject to a regional water supply plan amend its comprehensive plan to adopt a water supply plan covering at least a 10-year period. The water supply plan includes a work plan and addresses the water supply sources and facilities necessary to meet existing and projected water needs. This Work Plan is to be completed within 18 months after the applicable water management district governing board approves a regional water supply plan. If a local government is located within two water management districts, then that local government is required to adopt its comprehensive plan amendments within 18 months after the most recent water management districts' approved water supply plan. Additionally, the Work Plan is to be updated within 18 months after the water management district approves an updated regional water supply plan, every 5 years, or, if within two water management districts, after the most recent water management's approved update (Florida Statutes §163.3177(6)(c)3).

Highlands County lies within the jurisdiction of two water management districts, the South Florida Water Management District (SFWMD) and Southwest Florida Water Management District (SWFWMD). The *2019 Lower Kissimmee Basin Water Supply Plan* (LKB WSP 2019) was adopted by the SFWMD governing board on December 12, 2019. The SWFWMD *2020 Regional Water Supply Plan, Heartland, Planning Region* (HR WSP2020) was approved by its governing board on November 17, 2020. The County's Work Plan has been developed in accordance with the requirements and guidelines contained in each of the Districts Governing Board's approved Regional Water Supply Plans. The County's adopted comprehensive plan amendments have been prepared to anticipate the impacts on utility providers' current and future potable water demands. An inventory of all potable water providers (municipal owned systems, community type systems, other community type systems and non-community water systems) within the County can be found detailed in Chapter III, Data and Analysis.

A. Statutory Requirements

The update to the Work Plan and related comprehensive plan amendments are set forth by Section 373.709 and Section 163.3177(6)(c)3, F.S. The purpose of the update is to reflect any changes in the regional plans that affect a local government's water supply

and work plan. In order to meet water supply and water facilities planning requirements, the local government's comprehensive plan must address the following:

- Coordinate updates to the comprehensive plan to comply with the SFWMD and the SWFWMD regional water supply plans.
- Revise the Infrastructure (Potable Water) Element to adopt a Water Supply Facility Work Plan to cover at a minimum a 10-year planning period that will meet existing and projected demand. The work plan must address those water supply facilities for which the local government has responsibility and include the facilities needed to develop alternative water supplies (if applicable). In order to meet projected future needs, conservation and reuse must be included in the work plan.

- Revise the Conservation Element to assess current and projected water needs and sources to cover at a minimum a 10-year planning period. In the analysis, the following factors must be considered: the existing levels of water conservation, use, and protection; the policies of the SFWMD and SWFWMD, and the SFWMD and SWFWMD approved regional water supply plans.

- Revise the Capital Improvements Element to identify the capital improvements projects that are to be implemented within the first 5 years of the work plan for which the local government is responsible. These should include publicly and privately funded water supply projects necessary to achieve and maintain adopted level of service standards. A five-year schedule of capital improvements should be adopted by the local government and it should include projects as either funded or unfunded, and if unfunded, assign a level of priority for funding.

- Revise the Intergovernmental Coordination Element to adopt principles and guidelines to be used to coordinate the comprehensive plan with the SFWMD and SWFWMD (if applicable) and with their applicable regional water supply plan.

- Comply with the Evaluation and Appraisal review process, which requires the County to determine if comprehensive plan amendments are necessary to reflect any statutory changes related to water supply and facilities planning since the last update to the comprehensive plan. If necessary, adopt the plan amendments to incorporate the statutory changes as appropriate. (Florida Department of Economic Opportunity. 2. 2012.)

B. Transfer of Highlands County Water Supply Systems

Highlands County no longer has responsibility for water supply or water facilities for the unincorporated areas of the county. Through an Interlocal Agreement with the Town of Lake Placid (Town), dated March 20, 2012, Highlands County transferred the County's Placid Utilities and Highway Park Utility to the Town. The purpose of the transfer was to establish a regional utility owned and operated by the Town. These utility facilities

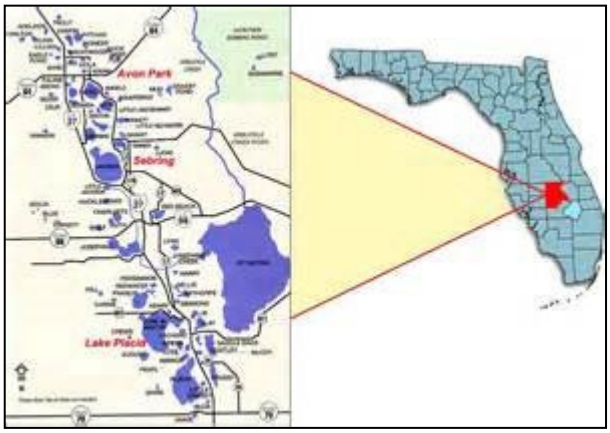
produce and distribute potable water, and provide an existing wastewater collection, treatment, and reuse utility system. The Town's regional municipal utility system serves the Town, its Overlay Area and the nearby unincorporated areas of the County (Interlocal Agreement 2012). A copy of this Interlocal Agreement can be found in Appendix A.

II. BACKGROUND INFORMATION

A. Overview

Highlands County is located in the center of Florida's peninsula and its name is derived from the hilly terrain of the county. It was created in 1921 from a segment of DeSoto County with the county seat in the City of Sebring. Highlands County is 1,106 square miles in total area, of which, 1,017 square miles is land and 89 square miles is water (GIS 2016). Based upon the total area, it is the 14th largest county in Florida. Highlands County is bounded on the east by the Kissimmee River and Okeechobee County, the south by Glades County, the west by Desoto and Hardee Counties, and the north by Polk County. The ancient Lake Wales Ridge bisects the county and contains the major portion of the urban development, including the City of Avon Park, the City of Sebring and the Town of Lake Placid. U.S. 27 runs the length of the ridge and connects the City of Miami to the south with the State of Georgia to the north, ending in Fort Wayne, Indiana. As a major arterial, U.S. 27 carries inter-county, intra-state and inter-regional traffic. There are over 100 lakes in Highlands County ranging in size from less than 10 acres to the largest at 27,600 acres – Lake Istokpoga. Besides being the largest lake in the county, Lake Istokpoga is the fifth largest in the state and is a freshwater lake fed by Arbuckle Creek and Josephine Creek. It is connected to the Kissimmee River via several canals (South Florida Water Management District 2014).

Figure 2.1. Map of Highlands County



Source:<http://www.bing.com/images/search?q=Highlands+County+Florida+Map&FORM=RESTABFigure II-1. Map of Highlands County>

Future development potential and population growth within the unincorporated areas of the County are defined by the Growth Management Strategy detailed in the *Highlands County 2030 Comprehensive Plan*, (HC PLAN) adopted September 7, 2010. Development is to be managed through the application of comprehensive plan goals, objectives, and policies including the implementation of the *Highlands County Land Development Regulations* (LDRs) for the planning period of 2010 to 2030. The HC PLAN, states in General Growth Management Strategy, Policy 1.1.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."*

B. Water Management Districts

Two state agencies are responsible for Highlands County water supply, the SFWMD and the SWFWMD.

1. South Florida Water Management District (SFWMD).

SFWMD is divided into five planning regions, and Highlands County is within its Lower Kissimmee Basin (LKB) Planning Area as depicted in Figure 2.2. It includes portions of Highlands County, Glades County and Okeechobee County. The LKB Planning Area, which encompasses approximately 1,805 square miles, is dominated by agricultural land uses. Much of the surface water system in the planning area has been altered to make the land suitable for agriculture and urban uses, and to provide flood protection.

Figure 2.2. LKB Water Supply Planning Area

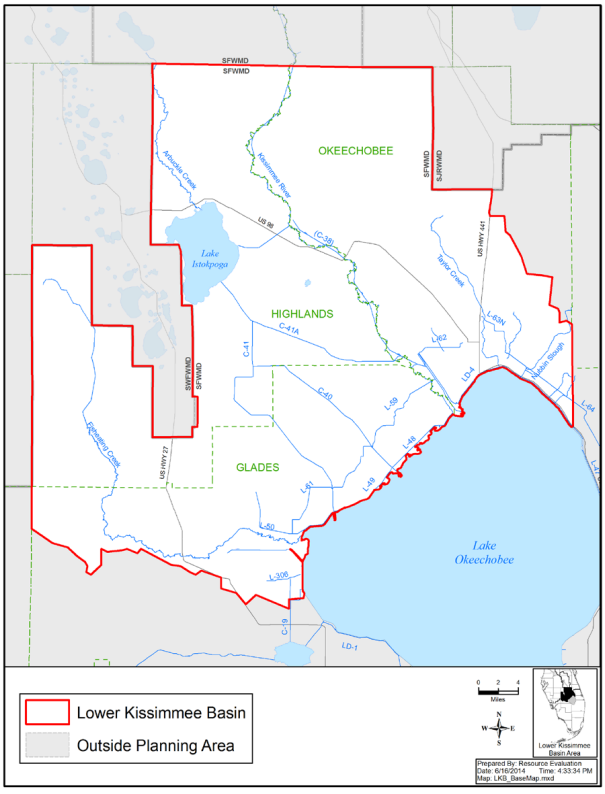
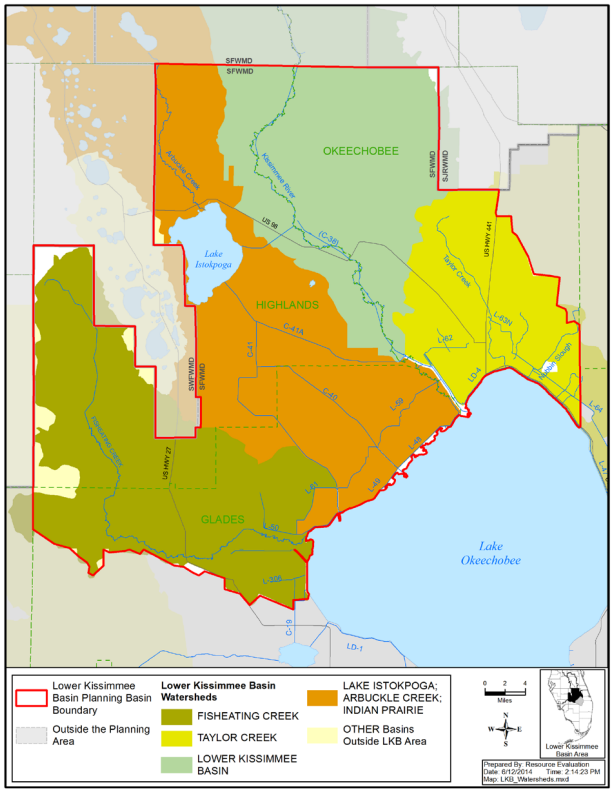


Figure 2.3. Major Watersheds within the LKB Planning Area



Source: SFWMD 2014 Lower Kissimmee Basin Water Source: SFWMD 2014 Lower Kissimmee Basin Water Supply Plan, page 5. Water Supply Plan, page 6.

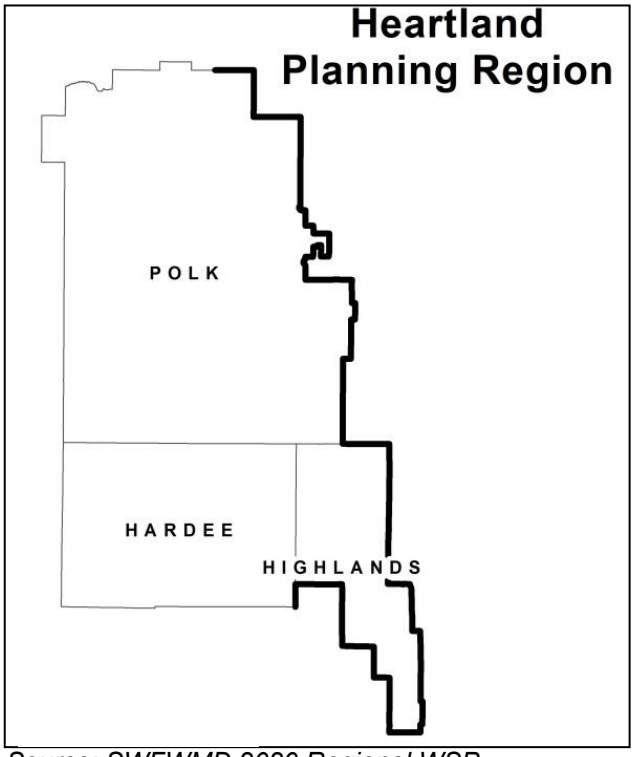
The SFWMD projects the population of the planning area to increase by approximately 12 percent from 2017, to 58,662 people in 2040. Approximately 75 percent of the permanent resident population lives in Okeechobee County, particularly in the southern portion of the County. (South Florida Water Management District 2019).

The LKB Planning Area generally is within the large Lake Okeechobee watershed, and there are five sub-watershed (basins) at least partially within the planning area boundary: the Lower Kissimmee River, south of the S-65A Structure, Taylor Creek/Nubbin Slough, Lake Istokpoga–Indian Prairie Basin, and Fisheating Creek (Figure 2.3). These sub-watersheds have hydrologic relationships with the Kissimmee River, Lake Istokpoga, Fisheating Creek, and the tributaries and canals that eventually drain into Lake Okeechobee.Freshwater wetlands play a major role in the health of the rivers and lakes for this region. The major ground water sources are the three principal aquifers: the surficial aquifer system (SAS), intermediate aquifer system (IAS), and the Floridan aquifer system (FAS). Significant surface water sources for the water users in Highlands, Glades and Okeechobee Counties are from Lake Istokpoga and Lake Okeechobee (South Florida Water Management District 2019).

2. Southwest Florida Water Management District (SWFWMD).

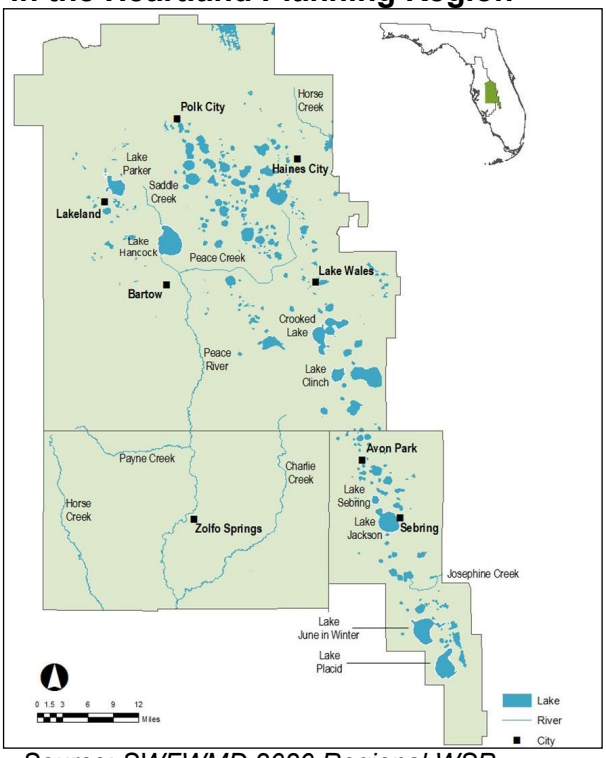
The SWFWMD is divided into four planning regions: Northern, Tampa Bay, Heartland and Southern. Highlands County is located within the Heartland Planning Region (HPR) as shown in Figure 2.4. It includes all of Polk and Hardee counties and a portion of Highlands County. The HPR has a variety of land-use types ranging from urban areas in central Polk County, with Lakeland its largest city, to agricultural land uses in Highlands and Hardee Counties. Highlands County's incorporated municipalities of Avon Park, Sebring and Lake Placid, plus the majority of urban land use is located within the HPR. The population in the HPR is projected to increase by approximately 36 percent by 2040. The majority of this population growth will be the result of net migration. (SWFWMD 2020)

Figure 2.4. Heartland Planning Region



Source: SWFWMD 2020 Regional WSP, Heartland Planning Region.

Figure 2.5. Major Hydrologic Features in the Heartland Planning Region



Source: SWFWMD 2020 Regional WSP, Heartland Planning Region.

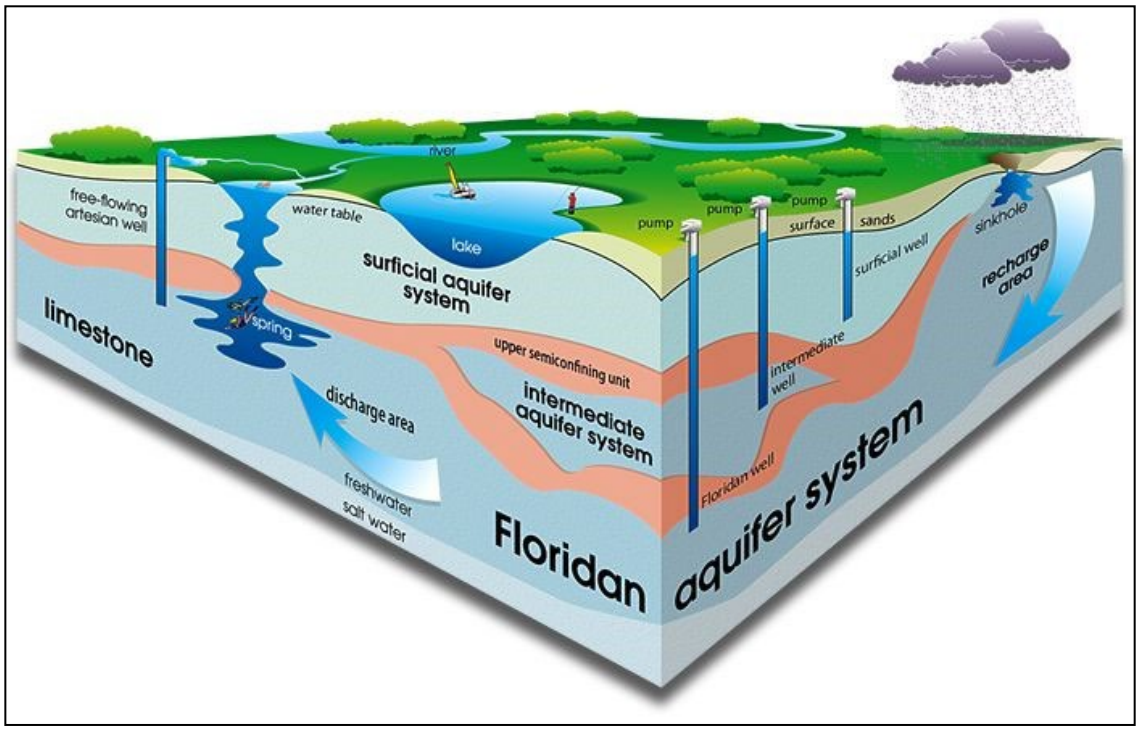
The main river system for this region is the Peace River, with other branches such as Saddle Creek, Horse Creek, Payne Creek and Charlie Creek. This region has approximately 200 lakes located along the Lake Wales Ridge (Figure 2.5). Of these 200 lakes, over 100 are located in Highlands County

The major water sources for Highlands County besides the FAS are these lakes and Josephine Creek. Josephine Creek carries a large amount of water from the Lake Wales Ridge into Lake Istokpoga. The freshwater wetlands serve a vital role in the health of the river and lake systems in this region (SWFWMD 2020).

3. Floridan Aquifer.

There are three principal aquifers throughout the two planning regions: the SAS, IAS, and the FAS (Figure 2.6). The SAS is contained near the surface and produces relatively small quantities of water that are mainly used for low-volume lawn irrigation or domestic water supply. There is a thick area along the Lake Wales Ridge that can support agricultural withdrawals at a small-scale level. The IAS is underneath the SAS and it generally does not produce large amounts of water. The primary water sources for ground water and surface water for both the LKB and HR planning areas is the FAS. The FAS produces good quality water in large volumes and is used for a variety of uses (Southwest Florida Water Management District 2015).

Figure 2.6. Floridan Aquifer



Source: http://www.sjrwmd.com/aquifer/images/Floridan_aquifer_print.png>.

C. Water Resources Overview and Relevant Regional Issues

The state's water resources are managed at a state and regional level. The Florida Department of Environmental Protection (FDEP) is responsible for the administration of the water resources at the state level and exercises general supervisory authority over the state's five water management districts. The SFWMD and SWFWMD are the two state regional agencies responsible for the administration of the water resources and water supply to Highlands County and its surrounding environments. These agencies have the responsibility to not only allocate water for current users by means of Consumptive Use Permits, but to protect the water supply and its natural resource systems in order to provide water for future users. These agencies use a variety of implementation techniques including education and regulations in order to meet the future demand for natural water resources. This has required formulating conservation and reuse techniques and alternate supplies in their respective regional water supply plans.

1. SFWMD LKB Planning Area.

As mentioned earlier, the major water sources for the LKB Planning Area are surface water and groundwater. Reclaimed water is also used to a much lesser extent. Major surface water resources include Lake Istokpoga and its associated canals in the Indian Prairie Basin, Lake Okeechobee and its hydraulically connected water bodies, and the Kissimmee River. These water sources are within the Lake Istokpoga-Indian Prairie Basin and include the interconnecting canals C-40, C-41, C-41A and Lake Istokpoga canal. This basin is the main water source for the agricultural irrigation needs for Highlands, Glades and Okeechobee Counties. Determining the availability of fresh water needed to meet the existing and projected demand requires consideration of the area's available water resources. Since the 2014 LKB Plan (SFWMD 2014), the following activities and programs have improved the understanding of water resources, water supply and natural systems.

a. Hydrologic Studies and Modeling:

i. The SFWMD oversees 12 monitoring wells within the LKB Planning Area, which are monitored periodically to evaluate water quantity and quality in order to help manage use of the Florida Aquifer System as a water supply source.

ii. The SFWMD and its partners completed several hydrological investigations related to water supply within the LKB Planning Area.

iii. Continued use of the East Central Florida Transient Expanded (ECFTX) Model to monitor and evaluate the availability of water resources within the area.

iv. Use of the Comprehensive Everglades Restoration Plan, which incorporates results from the pilot Aquifer Storage and Recovery projects successfully constructed and tested along the Kissimmee River and Hillsboro Canal.

b. Regulatory Protection and Water Quality.

i. As a result of various studies performed by the SFWMD, it appears that impacts are being made by permitted water users to the area wetlands and endangered species. This may further cause the surface waters and interconnecting canals of Lake Istokpoga and Okeechobee to not be available beyond their permitted capacity.

ii. In order to protect these surface water bodies, regulations have been put in place in both this planning area and downstream that restrict increased withdrawals beyond their permitted capacity.

iii. Any program that regulates the removal of water, such as water use permitting, surface water management and minimum flow levels (MFLs), must provide "level of harm" ranging from harm, to significant harm, to serious harm. These levels are defined as follows:

Harm – Temporary water loss with 1 to 2 years recovery
Significant harm – Require several years for water resource to recover
Serious harm – Permanent or irreversible loss of water resource functions

iv. Several resource protection tools have been implemented to protect these water resources: water use permitting; minimum flow levels; water reservations; and water shortage.

- Water Use Permitting – The permitting process has been revised and amended through legislative directives. Some of the amendments include changes to: permit length, renewal process, wetland protection, requirements for irrigation, aquifer storage and recovery, saltwater intrusion and model evaluation criteria.

- Minimum Flows and Levels – The MFL criteria is an established point for an individual water body or affected aquifer when any further withdrawals would cause significant harm to the area or ecosystem. MFL have been established for Lake Istokpoga and Lake Okeechobee. A prevention strategy and a recovery strategy has been adopted for these lakes respectively.

- Water Reservations – Per Florida Statue, regional water supply plans are to provide for water reservations in their planning areas. Currently, there is not a water reservation area established for the LKB Planning Area. One is in the process of being developed.

- Water Shortage – There is a plan in place so as to prevent serious harm to the water resources, which is permanent or irreversible loss of

water resource functions. This Plan can be found in Chapter 40E-21, F.A.C.

c. The Kissimmee River Restoration Project.

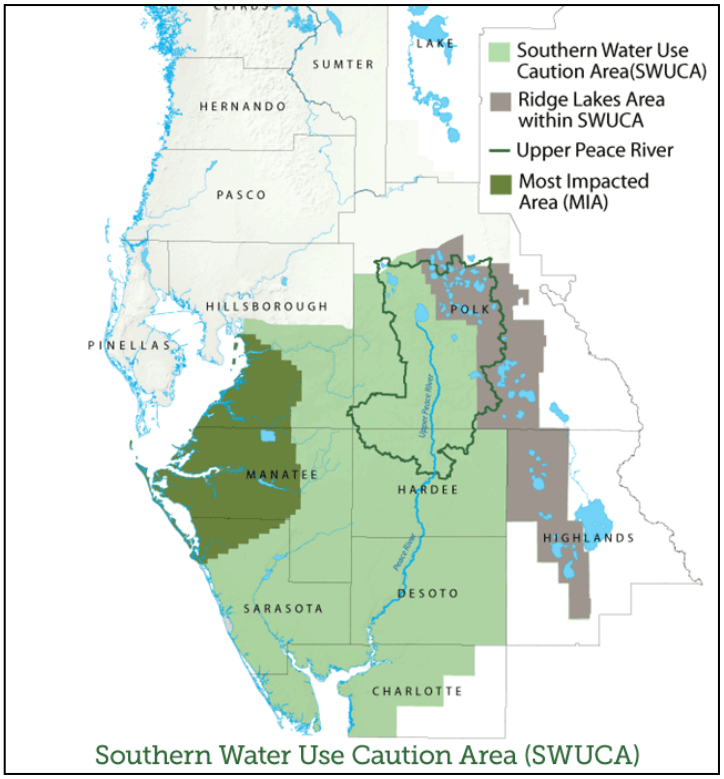
i. The Kissimmee Chain of Lakes, located on the Lake Wales Ridge in Polk County (Figure 2.5), is north of the LKB Planning Area and is within the SFWMD region.

ii. The Kissimmee Chain of Lakes is the headwaters of the Kissimmee River and the waters from this chain are necessary to assist in the restoration of the river and its floodplain in the formation of its natural alignment. Users of surface water in the Lake Istokpoga-Indian Prairie Basin are subject to allocation restrictions that prohibit increases to their water permits for surface water withdrawals from the water bodies in this basin.

d. SWFWMD Constraints (Southern Water Use Caution Area and the Lake Wales Ridge)

i. To the west of the LKB Planning Area along the Lake Wales Ridge, lies the jurisdiction of the SWFWMD and the Southern Water Use Caution Area (SWUCA). A prominent topographic feature in the SWUCA is the Lake Wales Ridge. Studies have concluded that water levels observed in lakes located along the Lake Wales Ridge have close relationship to groundwater levels in the FAS, several lakes that are near this boundary and within the SWFWMD have adopted MFLs. Any increased water withdrawals in the SFWMD side may affect the lake water levels near SWFWMD boundary (South Florida Water Management District 2019).

Figure 2.7. Southern Water Use Caution Area



Southern Water Use Caution Area (SWUCA)

2. SWFWMD Highlands Planning Region (HPR).

The major water sources for the Highlands Planning Region include the FAS, the Peace River and its tributaries, and over 200 lakes located along the Lake Wales Ridge. Water source particular to Highlands County are the FAS, Josephine Creek and over 100 lakes located on the Lake Wales Ridge. The three principal aquifers are within the Southern West-Central Florida Groundwater basin where the Highlands Planning Region is located. Accomplishments regarding water resources and relevant regional issues within the HPR include the following:

a. Alternative Water Supply Development, Water Conservation and Reuse

i. Water Conservation - The SWDWMD continues to promote and cooperatively fund water conservation efforts to more efficiently use existing water supplies. These efforts include:

- Cooperatively funded projects for toilet rebates, rain sensors, water-efficient landscape and irrigation evaluations, ET-based smart irrigation controllers, Florida Water Star rebates, line looping to reduce flushing, advanced metering analytics customer portals, conservation kits, and demand management planning.
- Agriculture water use sector – the SWFWMD's primary initiative for water conservation is the Facilitating Agriculture Resource Management Systems (FARMS) Program.

ii. Reuse – The SWFWMD has continued its highly successful program to cooperatively fund projects that make reclaimed water available for beneficial use.

b. Support for Water Supply Planning – The SWFWMD is actively involved in providing technical support to local governments as they prepare statutorily required Water Supply Facilities Work Plans and related updates as part of their comprehensive plans. Additionally, staff provides ad hoc assistance to local governments and instituted a utility service program to assist utilities with planning, permitting, and information needs.

c. Minimum Flows and Levels (MFL) Established – Studies began decades ago to understand the cause of a decline in water levels for lakes located along the Lake Wales Ridge in both Polk and Highlands Counties. It was determined that lower than average rainfall amounts and groundwater withdrawals from the aquifer were the main contributing factors to the decline in lake levels. The recovery of low flows and lake levels, particularly in the upper Peace River Basin, is a SWFWMD priority for the HPR.

i. In order to address this concern and help maintain water resources to meet existing and future needs, the SWFWMD established the MFL Program within the planning region during or since 2015 and include new or reevaluated MFLs for lakes Jackson, Letta, Little Lake Jackson, and Lotela. The SWFWMD continues to reevaluate and establish MFLs per the Priority List and Schedule for the Establishment of Minimum Flows, Minimum Water Levels, and Reservations. There are 26 water resources/lakes within the HPR with established MFLs.

ii. After additional studies, the Southern Water Use Caution Area (SWUCA) recovery strategy was initially established in 2006 with effective rules in 2007 (See Figure 2.7). A Water Use Caution Area is an area where existing and reasonably anticipated sources of water may not be adequate to supply water for existing and future needs while sustaining water resources and its elated natural systems through the planning period. The SWUCA relies on a variety of activities that are collectively aimed at achieving MFLs for all priority water resources in the SWUCA by 2025.

d. Reservation – Water reservations are established by the SWFWMD Governing Board via rulemaking, pursuant to Section 373.223(4), F.S. This is only done when the SWFWMD's Water Resource Development project will produce water needed to achieve adopted MFLs. When a reservation is established and incorporated into Rule 40D-2.302, F.A.C, only those water withdrawals that do not reduce the reserved quantity can be evaluated for permitting.

e. Climate Change – Climate change is one water supply challenge among others such as droughts, water quality deterioration, and limitations on the availability of water resources. It is believed to have an effect on sea levels and precipitation. The SWFWMD has approached its water supply efforts and climate change in three areas: sea level rise, air temperature rise and changes in precipitation regimes.

i. Sea level rise is expected to affect the water resources along the coastal areas through encroachment into river ways which in turn may reduce withdrawal periods from freshwater areas. Saltwater intrusion resulting from sea level rise reduces water quality in aquifers that supply urban, agriculture and industrial water users. Additionally, aging municipal sewer systems can experience infiltration that reduces the quality of reclaimed water currently used to offset fresh water demands. A secondary impact to water resources from sea level rise is that of a potential shift in population from low-lying coastal regions to the higher elevations of land located in the interior portions of the state such as Highlands County. This can result in an increase in population and water demand.

ii. As the air temperature rises, resulting in more hot days and fewer cold days seasonally, there could be an increase in evaporation and heat waves. The impacts to water resources will be lower surface waters levels and increase irrigation demand. Increased evaporation is likely to impact stormwater runoff, soil moisture, groundwater recharge and reservoir storage losses. Additionally, higher air temperatures may result in algal blooms and declines in reservoir water quality that could raise treatment cost for potable water supply.

iii. Higher temperatures in the Atlantic Ocean and Gulf of Mexico can increase the likelihood of an increase in the intensity of tropical storms and hurricanes that generate storm surges, stronger winds, and rainfall. Higher summer temperatures and humidity may lead to increase the frequency of local convective storm events, resulting in increased thunderstorms, higher peak storm-water flows, and increased flooding. (HPR-WSP 2020).

III. DATA AND ANALYSIS

A. An Inventory of Existing Water Supply Systems

Highlands County has no responsibility for water supply or facilities. The communities of Avon Park, Sebring and Lake Placid are the community owned potable water systems in the county. They are municipal utilities that provide potable water within their corporate boundaries and to the unincorporated areas of the county. The County's comprehensive plan mandates (*Infrastructure Element Policy 6.9.*) that all new development and redevelopment of subdivisions containing dwelling units on lots smaller than one (1.0) gross acre in size and for multi-family developments regardless of parcel size shall connect to a public water system. Additionally, commercial and industrial uses that utilize potable water shall connect to an existing public water system if within ¼ mile of an available system. The remaining community water systems include those administered by improvement districts and private water systems. A list of these community potable water providers is provided below. The list summarizes the water available for their service areas and provides planning population figures which are later compared to the figures provided by the U.S. Census and both WMDs

1. Municipal Community Owned Potable Water Systems.

The water systems listed in Table No. 3.1 are public systems owned by the incorporated communities of Avon Park, Sebring and Lake Placid. They are listed here and inventoried into the 10-year WSP because they are providers for the unincorporated areas of the County and are influenced by land use decisions effected by the County.

It should be noted that the City of Sebring is located in the SWFWMD. However, the Sebring Airport, which is owned and operated by the City, is located in unincorporated Highlands County and in the SFWMD and has a Water Use Permit (WUP) from SFWMD for water use.

Table No. 3.1 indicates the extent of the combined demand for potable water exerted by the three municipal systems. The County is not involved in the administration, operation or maintenance of any of these systems listed in Table No. 3.1. The three municipal water systems are illustrated in Map 3-1 and individually in Appendix B.

Table No. 3.1. Municipal Community Owned Systems

PWS No.	Provider's Name	Estimated Unincorp. Pop. Served	Total Pop. Served	Design Cap. (mgd)	Water Use Permit (mpd)	Gross water use (gpd)	Gross per capita use (gpd)
6280049	City of Avon Park[1]	9,239	22,688	7.500	2.372	2.113	94
6280250	City of Sebring[2]	26,802	37,239	14.789	5.811	4.111	112
5280246	Sebring Airport Auth.[3]	508	508	1.000	0.120	0.120	NA
6280286	Town of Lake Placid	5,844	7,317	2.912	0.807	0.678	90
6284074	Tomoka Heights[3]	2,666	2,666	1.785	1.785	0.223	84
5284133	Highway Park[3]	864	864	0.240	0.240	0.097	104
	TOTAL	45,923	71,282	28.226	11.135	7.342	97
Estimated demand based on the County's LOS 120 gpd/capita X 71,282						8.554	

Note: Data from FDEP permitted systems gathered as of November 2021 and came from documents since 2010.
[1] System totals include the Bell St., Glenwood St. and Crystal Lakes WTPs.
[2] System totals include the Country Club of Sebring Utilities and the Sebring Airport Utilities.
[3] Systems now owned and operated by the Town of Lake Placid.
* Data on CUPs from both WMDs as of November 2021.
LOS – Level of Service **MGD** – Million Gallons per Day

2. Community Type Potable Water Systems.

The following water systems listed in Table No. 3.2 are subject to expansion as the developments they serve continue to build out. The inventory is based upon a listing of water systems by the Florida Department of Environmental Protection (FDEP), as of November 2021. These systems are inventoried here in the 10-year WSP, because they are within the unincorporated areas of the County, and to some extent may be influenced by land use decisions made by the County. Highlands County is not involved in the administration, operation or maintenance of any of the systems listed in Table No. 3.2. Please see Map 3-1 which illustrates the locations of the Community Type Potable Water Systems and Appendix B for the systems individually.

As the community type potable water system listed in Table 3.2 are either a private entity or special district, the County has secured a letter for its 10-year WSP confirming that their systems have adequate sources and necessary infrastructure to serve the projected demand for its service area. Any planned expansion of supply or infrastructure is identified along with documentation supporting the confirmation of adequate sources and infrastructure. The letters of confirmation provided by Placid Lakes, Spring Lake Improvement District (SLID) and Sun 'N Lake of Spring Improvement District (SNLID) can be found in Appendix C.

Table No. 3.2. Community Type Systems

FDEP PWS No.	Provider Name	Address	City	Service Connection	Total Pop. Served	Design Capacity (mgd)	Water Use Permit (gpd)	Gross Per Capita Use (gpd)
6284075	Buttonwood Bay	10001 U.S. 27 S.	Seb	976	1,646	0.720	0.297	135
6280162	Lake Josephine Heights (HC Waterworks, Inc.)	5313 Knight Ave	Seb	601	1,585	0.600	0.300	81
5280223	Placid Lake Utilities (Lake Placid Holding Co.)	410 Washington	LP	2,144	4,470	1.104	0.534	66
5280266	Spring Lake Imp. Dist.	6104 U.S. 98	Seb	1,618	3,721	1.000	0.415	70
6280274	Sun 'n' Lakes-Sebring	5306 Sun 'n' Lakes	Seb	3,315	7,894	1.872	1.500	85
		TOTAL		8,654	19,316	5.296	3.046	87
Estimated demand based on the County's LOS 120 gpd/capita X 19,316							2.318	

Note: Data from FDEP permitted systems abstracted for Highlands County as of November 2021.
*Data on WUPs from both WMDs as of November 2021.

3. Cumulative Current Water Supply Demand.

Cumulative totals listed in Table No. 3.3, as individually cited in Tables 3.1 and 3.2, illustrate the combined disposition of the existing municipal and community type systems water supply facilities. The estimated population that is serviced by these FDEP approved water systems totals 85,666 persons, comprising 86.1% of the County's population. Policy 2.1.B.4, Infrastructure Element of the Comprehensive Plan establishes the minimum level of service (LOS) for potable water gallons per capita per day (gpcd) as 75 gpd for RV residents, 100 gpcd for mobile home residents, 120 gpcd for multi-family and single-family residents. Applying the level-of-service of 120 gpd per person for 85,666 persons, this equates to a current demand for 10.28 MGD. Thus, approximately **1.95 MGD** in excess capacity collectively exists for the 6 systems.

Table No. 3.3. Cumulative Demand

Number of System	Provider Name	Pop. Served	Design Cap. (mgd)	Water Use Permit (mgd)*
5	Municipal Community Owned Systems	70,774	27.226	11.015
6	Community Type Systems	19,887	6.296	3.166
	TOTAL	**90,598**	**33.558**	**14.181**
Estimated demand based upon the County's LOS 120 gpd/capita X 90,598				10.872

Note: Data from FDEP permitted systems gathered as of November 2021 and came from documents since 2010.
*Data on CUPs from both WMDs as of November 2021.

The current estimate of total permanent population in Highlands County, as of April 1,2021 is 102,065 persons (Official Population Estimate prepared by the University of Florida, Bureau of Economic and Business Research). Applying the current adopted level-of-service of 120 gpd/capita to a permanent population of 102,065 persons would factor to approximately 12.25 mgd as the estimated countywide demand for potable water.

4. Other Community Type Potable Water Systems.

The following water systems listed in Table No. 3.4 are classified as community systems by the FDEP as of November 2021. These systems or small utilities are inventoried and reported as part of the data and analysis- but are not considered as part of the 10-year WSP due to their limited development potential. These systems are designed to accommodate the specific developments for which they serve. Cumulatively, their designed capacities are significant; however, the actual permitted consumptive use data for these systems is not available and it is assumed that it falls considerably short of the designed capacities. This assumption is based upon the LOS established by the comprehensive plan for individuals within developments located in the County. The County will not be involved in the administration, operation or maintenance of any of the systems listed in Table No. 3.4.

Table No. 3.4. Other Community Type Water Systems

PWS No.	Provider Name	Address		Pop. Served	Design Cap (Gal)	Service Connection
6284114	Country Walk	29 Lakeside Trail	L.P.	95	100,600	67
6284097	DeeAnn Lakefront Est	409 Stephen Drive	L.P.	130	11,000	70
5284114	Eagle's Nest Est.	2680 Abell Road	L.P.	50	24,000	28
6284084	Hickory Ridge Sub.	254 Hickory Ridge	Seb.	92	25,000	53
5280155	Kissimmee River MHP	15601 S. R. 70 W.	Lor.	200	72,000	149
6280158	Lake Bonnet Village	2900 E. Lake Bonnet	A.P.	500	250,000	353
6280167	Lakeside Village MHP	14 Sandy Pointe	L.P.	350	72,000	243
6280064	Leisure Lakes (HC Waterworks, Inc.)	140 Woodside Drive	L.P.	632	72,000	276
5284101	Lykes Buckhorn Hsg. (Silver Lake Utility)	490 Buckhorn Road	Lor.	60	33,000	18
5280180	Mallard MHP	20 Crappie Lane	Lor.	147	32,000	98
6280181	Maranatha Village (Reg. Baptist	11 Maranatha Blvd.	Seb.	400	190,000	253
6284089	Meadowlake Sub.	2 Meadowlake Circle	L.P.	84	25,000	37
6284077	Orange Blossom Park	1400 CR 17A North	A.P.	154	96,000	84
5280211	The Palms Estates	102 Canal Street	Seb.	200	65,000	120
6280304	Camp Florida RV Resort (LP Utilities, Inc.)	100 Shoreline Drive	L.P.	800	200,000	440
6280296	Tropical Harbor MHP	690 Rickert Drive	L.P.	835	351,000	438

PWS No.	Provider Name	Address		Pop. Served	Design Cap (Gal)	Service Connection
6280273	SNL of Lake Placid	2165 US 27, S. Ave	L.P	436	288,000	264
			TOTAL	**5,165**	**1,906,60**	2,991
Estimated demand based upon the County's LOS:			120 GPD x 5,165		619,800 GPD	

Note: Data from FDEP permitted systems gathered as of November 2021 and came from documents since November, 2021.

5. Non-Community Type Potable Water Systems.

The following systems or small utilities cited in Table No. 3.5 are designated as non-community water systems by the FDEP and are here inventoried and reported as part of the data and analysis, but are not considered as part of the 10-year WSP due to their limited development potential. These systems also are designed to accommodate the specific developments for which they serve. Cumulatively, their designed capacities are significant. However, the actual permitted consumptive use data, pertaining to these systems, is not available, and it is assumed that it falls considerable short of the designed capacities. Again, this assumption is based upon the LOS established by the comprehensive plan for individuals within developments located in the County. Regarding these specific developments, Highlands County will not be involved in the administration, operation or maintenance of any of these systems listed in Table No. 3.5.

Table No. 3.5. Non-Community Type Water Systems

PWS No.	Provider Name	Address		Pop. Served	Design Cap(Gal)	Service Connections
6284112	27 Truck Stop	2758 US 27 South	L.P.	25	5,000	1
5284105	Adelaide Shores RV	2881 U.S. 27 North	A.P.	400	114,600	399
6280010	Alpine Village MHP	18 Center Street	L.P.	200	80,000	100
6280292	The Gator Shack & TP	4651 U.S. 98	Seb.	15	10,000	9
5284122	Archbold Biological St	123 Main Drive	Ven.	100	50,000	10
5284142	Better Roads	2830 Old State Road	L.P.	26	2,000	1
6284082	Bonnet Lake Campgrd	2825 S.R. 17 South	A.P.	280	15,000	170
6280290	Braswell's Heritage Est	2902 Bruce Lane	Seb.	150	25,000	94
5284153	Brighton Ranch Office	106 SW CR 721	Oke.	72	10,000	18
6280033	Camp-N-Comfort	2159 E. C-N-C Lane	A.P.	60	8,000	32
5284110	Camp Sparta	5055 Camp Sparta	Seb.	369	20,000	6
6284066	Circle K. (#7451)	2742 US 27, South	L.P.	200	10,000	1
5284139	Greenbrier Sod Farms	870 Greenbrier Lane	L.P.	35	900	2
5280069	Cypress Isle RV Park	2 Cypress Isle Lane	L.P.	60	20,000	30
6284072	Dee's Dinner Lake Apts	2029 Arbuckle Creek	Seb.	50	5,000	22
5284123	Doty's MHP	4232 Amanda Lane	Lor.	30	4,000	15
5284117	Faith Baptist Church	356 CR 29	L.P.	30	1,000	1

PWS No.	Provider Name	Address		Pop. Served	Design Cap(Gal)	Service Connections
5284125	Leisure Lakes Bapt. Mission	808 Gardenia Street	L.P.	110	1,125	1
6280131	Hammock S.P. WTP 1	5931 Hammock	Seb.	100	33,333	147
5284129	Hammock S.P. WTP 2	5931 Hammock	Seb.	100	172,800	5
5284130	Hammock S.P. WTP 4	5931 Hammock	Seb.	50	30,000	5
5280125	Henderson Fish Camp	35 Henderson Road	L.P.	35	6,000	60
5280129	Hidden Acres Estates	964 C.R. 721	Lor.	146	53,000	120
5284143	Costa Delray WTP	956 Old S.R. 8	Ven.	75	10,000	3
5284145	Highlands Greenhouse 2	955 Old S.R. 8	Ven.	75	10,000	2
6280111	Highlander Motel	11455 U.S. 27 South	Seb.	42	10,000	20
6280136	Lakeside Village	1995 W. Cty Line	A.P.	128	10,000	40
6280076	Lakeshore Resort	121 Sunset Drive	L.P.	40	10,000	26
6284031	Lake Grassy Homesites	321 S.R. 29	L.P.	70	20,000	35
5284147	Lake Istokpoga Marina	155 Marina RV Drive	L.P.	90	7,500	45
6284113	Lake June Golf/Rqt	1057 Lake June	L.P.	75	12,800	4
6284034	Lake Letta MHP	2451 S.R. 17 South	A.P.	43	6,000	24
6280147	Lake Letta RV Park	2455 S. Lake Letta	A.P.	60	1,000	36
6280222	Lake Placid Campground	1801 U.S. 27 South	L.P.	239	4,000	140
6284094	L.P. Camp & Conf. Ctr.	2665 Placid View	L.P.	257	36,000	10
5284146	L.P. Cong. Jehvh's Wit.	172 Holmes Avenue	L.P.	750	5,000	1
6280173	Happy Chef Diner	1506 U.S. 27 South	L.P.	100	24,000	1
5284136	Lake Park Village Condo.	3011 Lake June	L.P.	54	25,000	31
5284128	L.P. VFW Post #3880	1224 S.R. 621 East	L.P.	213	2,400	1
5284092	Lorida General Store	1731 U.S. 98	Lor.	117	2,446	4
5284148	Lupita Grocery	277 Highlands Blvd	L.P.	200	1,450	1
5284113	Lykes Brothers, Inc.	7 Lykes Road	L.P.	55	10,610	11
5280193	Mossy Cove Fishing	3 Mossy Cove Drive	Lor.	130	8,000	65
5280015	Neibert's Fish Resort	4971 U.S. 98	Seb.	88	3,300	44
5284138	New Life Holiness	109 Hallmark	L.P.	50	1,000	2
5284151	Oak Acres, E. WPT	326 Goff Road	Ven.	35	10,000	20
5280116	Oak Acres, W. WPT	326 Goff Road	Ven.	35	10,000	22
5280082	Oak Shore MH/RV Pk	7915 Elliott Road	Seb.	66	1,600	33
6284037	Pinecrest on Lotela	2250 Little Lake	A.P.	200	4,000	1
6284095	Quail Cove Sub.	19 Cove Road	L.P.	26	25,000	16
6284065	Shayona Food Mart	2532 SR 17 South	A.P.	31	20,500	1
5284149	Shrine Club of Hghld.	2606 SR 17 South	Seb.	25	5,000	2
5280241	Sunshine RV Resort (Pine Ridge Park, Inc.)	303 S.R. 70 East	L.P.	631	132,000	300
5284144	The Ministry Center	770 CR 29	L.P.	100	46,200	1

PWS No.	Provider Name	Address		Pop. Served	Design Cap(Gal)	Service Connections
5280291	Trails End Fish Resort	4232 Trails End	Lor.	68	6,000	30
5284154	Unity Church of Sebring	10417 S. Orange	Seb.	166	4,000	1
			TOTAL	6,977	**1,161,56**	2,222
Est. Demand		Level-of-Service = 120 GPD x		6,977	837,240	

Note: Data from FDEP and Water Management District permitted systems gathered as of November, 2021 and came from documents since 2010.

6. Cumulative Water Supply Demand for All Water Systems.

The cumulative totals listed in Table No. 3.6 illustrates the existing condition of all water supply facilities and their designed system capacities. Also, they identify the residual population, which includes a considerable portion of the seasonal population that draws on these water supplies. Collectively, the population listed by the water systems cited above comes to approximately 102,743 persons , which is 0.67% greater than the University of Florida, BEBR 2021 total population estimate of 102,065, and suggests a cumulative water demand of 12.33 MGD (102,743 x 120 gpd/capita = 12,329,160 gpd) based upon an LOS of 120 gpd. The demand exerted by the level-of-service of 120 gpd on the estimated population served by the inventoried systems is less than the current water use permits by 1.456 gpd.

Community water providers (Table 3.2) have employed a number of water conservation measures for the past several years in an effort to reduce the overall demand for water. These include measures such as the increased use of Florida friendly landscape materials, altering irrigation schedules pursuant to SWUCA requirements, requiring low-flow water fixtures, installation of water efficient equipment, public education and awareness, etc. Achieving the goal of reducing overall gross water consumption is evident in water use permit data. The average “gross per capita water use” for six (6) community type water systems is approximately 87 gpd (Table 3.2). Based on this information, a reduction in the minimum Level of Service for water from 120 gpd per capita to 100 gpd per capita is not appropriate. Applying an LOS of 100 gpd per capita results in a cumulative demand of 10.274 gpd (102,743 X 100 gpd/capita = 10,274,300 gpd). The demand exerted by a Level of Service of 100 gpd on the estimated population is 3.511 mgp, which results in an increase of approximately 2.0 mgd over the demand based on the 120 gpd/capita Level of Service.

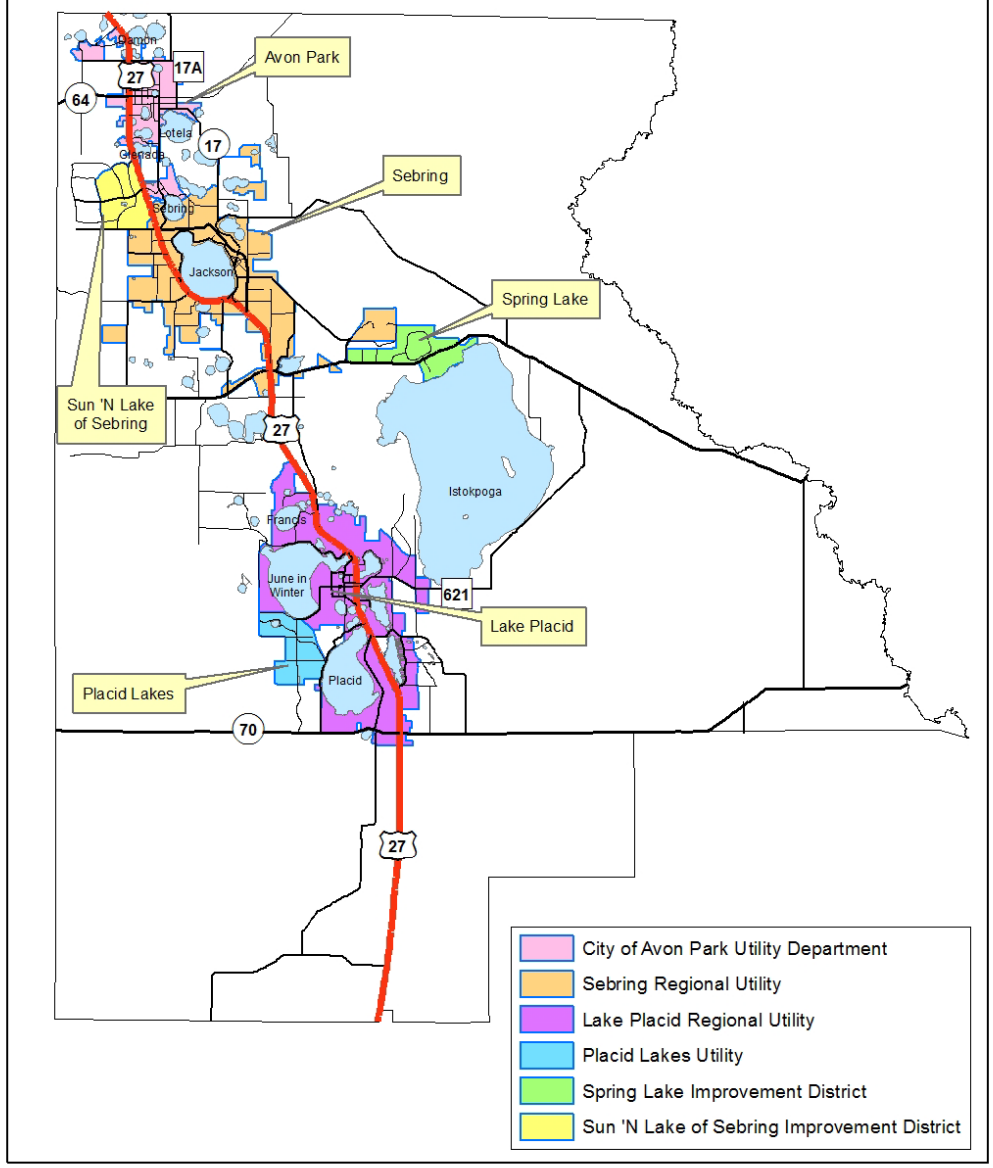
A combination of alternative sources will be required to assist in meeting future demands of residents countywide.

Table No. 3.6. Cumulative Demand – All Systems

Number of Systems	Water Provider	Est. Total Population Served	Design Capacity (MGD)	Consumptive Use Permit (MGD)
5	Municipal Community Owned Systems	71,282	28.226	11.135
6	Community Type Systems	19,316	5.332	3.046
17	Other Community Type Systems	5,165	1.907	--
56	Non-Community Type Systems	6,977	1.162	--
	TOTAL	102,740	36.627	14.181

Note: Data from FDEP permitted systems and Water Management District permits gathered as of November 2021 and came from documents since 2010.

Map 3-1
Highlands County - Potable Water Systems



Source: Highlands County Planning Department, August 2016.

B. Population and Water Demand Projections

As illustrated in the inventory of existing water supply systems in Highlands County, an estimate of 102,803 users were being provided water as determined by the providers. The U.S. Census estimated the April 1, 2020, population for Highlands County at 101,235 persons. The University of Florida, Bureau of Economic and Business Research (BEBR) is the approved authority for making official annual population estimates and projection in the intervening years between the decennial census count. The BEBR estimated the April 1, 2021 population for Highlands County at 102,065 persons, a change of approximately 830 persons from 2020. The difference between these two estimates could be explained by the water systems self-reporting seasonal population figures as population served while the U.S. Census estimates permanent population. The seasonal population is accounted at 15.5% in the HC PLAN. Using the adopted LOS of 120 gpd of water for each person, the county-wide daily demand of 102,065 persons for 2021 would be 12,247,800 gallons or 12.25 MGD. This estimate does not include the additional demand imposed by seasonal residents, agriculture, recreation, commercial and industrial users.

The U.S. Census 2020 population counts and 2021 population estimates for permanent population for Highlands County were used as baseline years for estimating water demand. The population projections for the 10-year WSP planning period were gathered by combining the permanent population projections from the LKB WSP 2014 and HR WSP 2015. Both WMDs utilized Bureau of Economic and Business Research medium projections as the basis for their planning populations. The seasonal population was determined by applying a 15.5% adjustment consistent with the HC PLAN. Table No. 3.7 summarizes the projected population figures for Highlands County and seasonal population estimates for the planning period.

Table No. 3.7. Estimated Total Population by Semi-Decade Projected to the Year 2035

Year	2020[1]	2021[2]	2025[3]	2030[3]	2035[3]	2040[3]
Permanent Residents	101,235	102,065	108,990	112,385	115,203	117,667
Seasonal Population[4]	15,691	15,820	16,893	17,420	17,856	18,238
TOTAL	116,926	117,885	125,883	129,805	133,059	135,905

[1] U.S. Census 2020 Population counts from Census.gov.
[2] U.S. Census 2021 population estimates from Census.gov.
[3] Highlands County total population projection, BEBR, Florida Population Studies, Bulletin 190, June 2021.
[4] Seasonal Population is based on a 15.5% rate of permanent residents used in the HC PLAN.

The LOS of 120 gpd was applied to the projected permanent population estimates to determine the estimated water demand through 2040. The totals are summarized in Table No. 3.8 and includes public and domestic self-supply (DSS) demand. Likewise, the LOS was applied to the projected seasonal population estimates and these totals are summarized in Table No. 3.9.

Table No. 3.8. Projected Water Demand for Estimated Permanent Population on Public and DSS Sources

	2020[1]	2021[2]	2025	2030	2035	2040
Permanent Residents	101,235	102,065	108,990	112,385	115,203	117,667
Per Capita Daily LOS (gpd)	120	120	120	120	120	120
Est. Demand (mgd)	12.15	12.25	13.08	13.49	13.82	14.12

[1] U.S. Census 2020 Population counts from Census.gov.
[2] U.S. Census 2015 population estimates from Census.gov.
[3] Highlands County total population projection based on BEBR Florida Population Studies, Bulletin 190, June 2021

Table No. 3.9. Projected Water Demand for Estimated Seasonal Population on Public and DSS Sources in GPD

	2020	2021	2025	2030	2035	2040
Seasonal Population	15,691	15,820	16,893	17,420	17,856	18,238
Per Capita Daily LOS (gpd)	120	120	120	120	120	120
Est. Demand (mgd)	1.88	1.90	2.03	2.09	2.14	2.19

[1] U.S. Census 2020 Population counts from Census.gov.
[2] U.S. Census 2021 population estimates from Census.gov.
[3] Highlands County total population projection based on BEBR Florida Population Studies, Bulletin 190, June 2021 .
[4] Seasonal Population is based on a 15.5% rate of permanent population used in the HC PLAN.

Each WMD projected the water demand for public water supply and domestic self-supply for its portion of Highlands County's population within their district boundaries to determine if sufficient water will be available to meet the anticipated demands. The WMDs forecast demand based on an average rainfall year (5-10) and based on a drought rainfall year (1-10). These forecasts are referred to as average and peak demands respectively. The average and peak demand forecasts for the WMDs are shown in Table 3.10. The forecast data was gathered from the HPR WSP and the LKB WSP 2014. Map 3-2 illustrates the dwelling units that are located outside the Public Water Supply service areas subject to domestic self-supply for its potable water and individually in Appendix B. Some of these dwelling units may be permitted with an agricultural water use permit for potable water use.

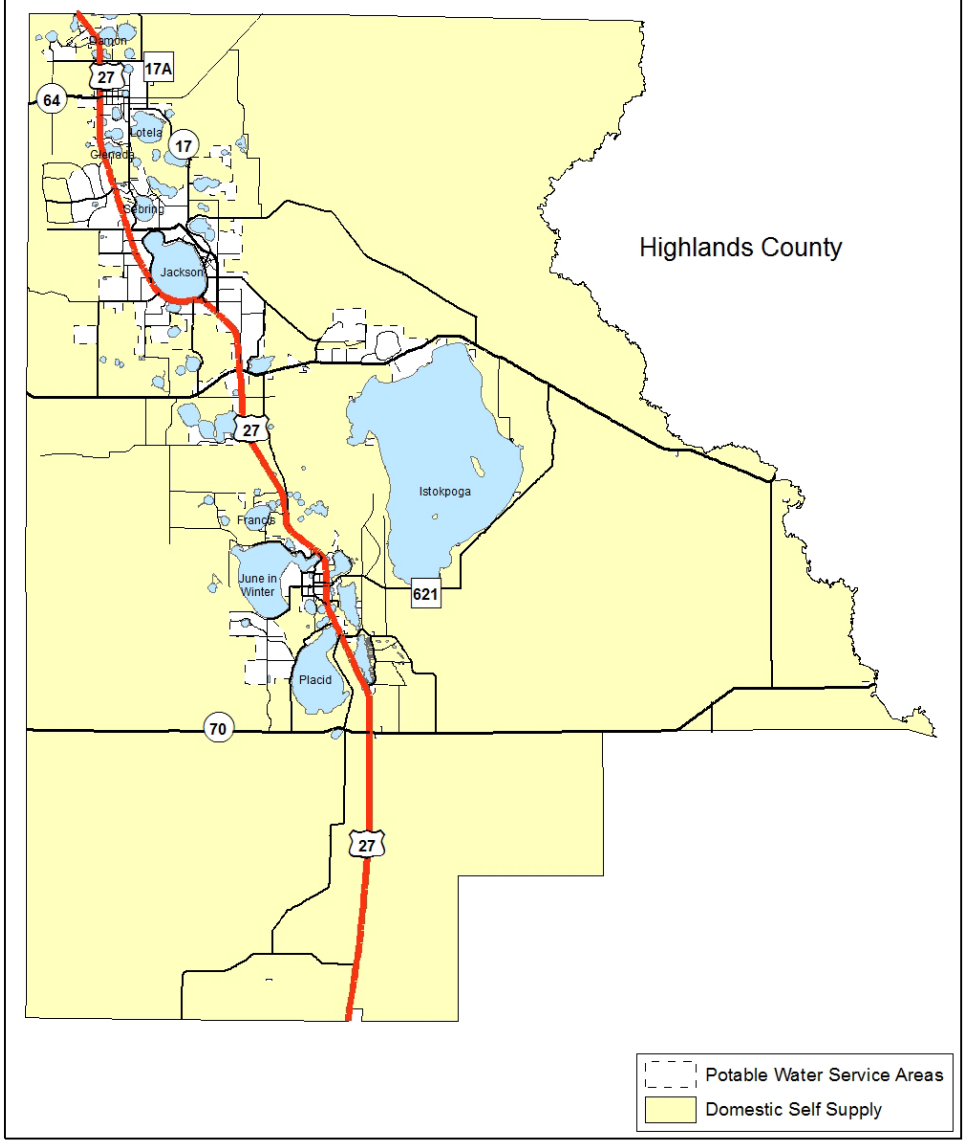
Table No. 3.10. Projected Water Management District Water Demand Public Water Supply (PWS) and Domestic Self-Supply Sources (DSS) in MGD

	2015/17 Base[3]		2020		2025		2030		2035		2040	
	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10
SWFWMD[1]	12.45	13.20	12.99	13.77	13.42	14.22	13.77	14.59	14.03	14.88	14.24	15.09
SFWMD[2]	0.68	0.72	0.69	0.74	0.72	0.77	0.75	0.79	0.76	0.81	0.78	0.82
TOTAL	13.13	13.92	13.68	14.51	14.14	14.99	14.52	15.38	14.79	15.69	15.02	15.91

[1] HPR WSP 2020, p. 46.
[2] LKB WSP 2019, p. 12-14.[3] SWFWMD used 2015 and SFWMD used 2017 as the "Base Year"

By comparing the projected water demands from the two WMDs with the projected demand based on applying the LOS of 120 gpd to the estimated population, there is currently sufficient water capacity to meet the anticipated permanent populations. For example, in 2025 there is a surplus of 1.33 mgd for an average year. By 2040, the surplus water capacity is anticipated to shrink to approximately 0.9 mgd. Table 3.11 illustrates this surplus water capacity.

Map 3-2
Highlands County - Domestic Self-Supply



Source: Highlands County Planning Department, August 2016

Table No. 3.11. Projected Excess Water Capacity in Water Management District WSPs Relative to Highlands County Projections

	2020	2025	2030	2035	2040
Est. Permanent Residents	101,235[1]	108,990	112,385	115,203	117,667
Projected Water Demand (mgd)[3]	12.15	13.08	13.49	13.82	14.12
Projected WMD Water Demand (mgd)[4]	13.68	14.41	14.52	14.79	15.02
Projected Water Surplus (mgd)	1.53	1.33	1.03	0.97	0.90

[1] U.S. Census 2020 Population counts from Census.gov
[2] Highlands County total population projection based on SFWMD/SWFWMD projections as in their respective WSPs.
[3] Based on HC PLAN, per capita daily LOS of 120 gpd (Table No. 3.8).
[4] Water demand from Table No. 3.10.

C. Additional Water Demand Sources

In addition to potable water demand, agricultural irrigation self-service is the largest single demand on water supplies within Highlands County. The main crops include hay/pasture, citrus, sugar cane, sod, fresh market vegetables, greenhouse/nursery. Field crops, and non-citrus fruit. Agricultural water demand is projected based on the agricultural use, the acres in production or head of cattle, and a water use adjustment based on the type of crop. The number of acres in production for citrus has declined in recent years due to the effects of citrus greening, canker and other diseases. This decline is anticipated to slow and stabilize over the next decade due to the intensive research into addressing these effects. The number of acres for other crop types are anticipated to remain steady over the planning period with the exception of fresh market vegetable operations which will increase (LKB WSP 2019). These agricultural demands accounted for approximately 275.13 MGD demand in 2020 and is projected to decline by approximately 29.98 mgd by 2040 for a total of 245.15 mgd as shown in Table No. 3.12. The WMDs forecast demand based on an average rainfall year (5-10) and based on a drought rainfall year (1-10).

Table No. 3.12. Projected Total Gross Agricultural Irrigation Water Demand under average rainfall conditions and 1 in 10-year drought conditions in MGD

	2015/17 Base[3]		2020		2025		2030		2035		2040	
	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10
SWFWMD[1]	155.74	228.94	152.36	223.95	149.35	219.54	146.93	215.95	146.56	215.38	143.79	211.23
SFWMD[2]	126.79	151.27	122.77	146.38	117.20	139.69	112.80	134.49	105.06	125.34	101.36	119.91
TOTAL	282.53	380.21	275.13	370.33	266.55	359.23	259.73	350.44	251.62	340.72	245.15	331.14

[1] HR WSP 2015, p. 58.
[2] LKB WSP 2019, p. B-18 – B-26.
[3] SWFWMD used 2015 and SFWMD used 2017 as the "Base Year

Additional water demands include Recreation/Landscape (REC) uses, Power Generation (PWR) and Industrial/Commercial/Institutional (ICI) uses. Recreation/

Landscape uses include golf courses and irrigated open spaces such as parks, sports fields, and homeowner's association common areas not covered by PWS permits. The increase in this use is anticipated primarily in the SWFWMD boundary. (HR WSP 2015)

Highlands County has one power generation facility, which is the Tampa Electric Company (TECO) Phillips Power Station located within the SFWMD near the City of Sebring (LKB WSP 2019, page B-32). The TECO energy facility has permanently closed and, therefore, the power needs of Highlands County currently are met by facilities located outside of the County boundaries. There are no new power generation facilities planned. Therefore, Power Generation (PG) demands are projected to remain at 0.00 mgd through 2040.

The Industrial/Commercial/Institutional (ICI) uses category primarily reflects the water used for processing and manufacturing, and technical needs such as concrete, citrus and vegetable processing, and mining operations. Demand in the ICI category is projected to rise slightly in the planning period. This projection does not include potential biofuels plants that have been proposed due to the uncertainty concerning the timing of construction. (LKB WSP 2014) These uses combined account for 7.69 MGD in 2015 and up to 10.36 MGD in 2035 and are illustrated in Table 3.13.

Table No. 3.13. Summary of Gross Water Demands under average rainfall conditions and 1 in 10-year drought conditions in Highlands County in MGD[1]

Water Use Category	2015 Base		2020		2025		2030		2035		2040	
	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10
PS/DSS[2]	13.13	13.92	13.68	14.51	14.41	14.99	14.52	15.38	14.79	15.69	15.02	15.91
AG[3]	282.53	380.21	275.13	370.33	266.55	359.23	259.73	350.44	251.62	340.72	245.15	331.14
ICI[4]	1.04	1.04	1.07	1.07	1.11	1.11	1.14	1.14	1.17	1.17	1.19	1.19
PG[5]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REC[6]	2.80	3.53	2.81	3.55	2.83	3.57	2.85	3.60	2.86	3.61	2.86	3.62
TOTAL	299.50	398.70	292.69	389.46	284.90	378.90	278.24	370.56	270.44	361.19	264.22	351.86

[1] Demands were aggregated from figures included in the LKB WSP 2019 Appendix B and the HPR WSP 2020 Chapter 3.
[2] Public Water Supply/Domestic and Small Public Supply (Table No. 3.10)
[3] Agriculture Irrigation (Table No. 3.12)
[4] Industrial/Commercial Institutional
[5] Power Generation
[6] Recreation/Landscape

IV. CAPITAL IMPROVEMENTS

A. Work Plan Projects

Highlands County does not own water supply facilities and is not responsible for water supply in the unincorporated areas of the county. The municipal community owned potable water systems of Avon Park, Sebring and Lake Placid provide potable water within their corporate boundaries and the unincorporated areas of the county located within their respective service area. Proposed projects for their utility facilities and distribution systems are identified in their respective Capital Improvements Schedules (CIS). If projects are not currently identified in the CIS's, refer to the individual jurisdictions Water Supply Plans for identified projects.

The community type potable water systems of Placid Lakes Utility, Inc., Spring Lake Improvement District (SLID), and the SNLID that are within the unincorporated areas of the County are subject to expansion as the developments they serve continue to build out. They do not have an adopted Comprehensive Plan with a Capital Improvements Element (CIE) or a capital improvements plan (CIP) for potable water facility projected needs.

B. Capital Improvements Element/Schedule

1. Highlands County.

The County will continue to work with the communities of Avon Park, Sebring and Lake Placid and the community type potable water systems to ensure that the adopted level of service (LOS) is maintained in the unincorporated areas of the County. Appendix D may be reference for the County's CIE which references working with water providers to ensure the LOS are provided for water users in the County. In particular, Objective 6 of the Infrastructure Element of the Highlands County 2030 Comprehensive Plan states:

"Objective 6: Support the utility providers that serve the unincorporated portions of Highlands County in Providing Sufficient Potable Water To Residential And Non-Residential Users Within Water Service Areas Consistent With The Water Supply Facilities Work Plan…

> *Utilize the data, analysis, and recommendations of the Water Supply Facility Work Plan (WSFWP) as a guide to plan for and develop new potable water facilities and to monitor water providers serving unincorporated portions of Highlands County."*

Policy 2.3 of the County's Capital Improvement Element contains conditions that a public facility or service is determined to be available for potable water, wastewater, solid waste, and drainage if it meets any of the conditions "A through E" below.

A. The facility or service is in place to serve a proposed development when the County's development. order, permit or development agreement is approved.
B. The County's development order, permit or development agreement is approved subject to the condition that the facility or service will be in place when impacts of the proposed development occurs.
C. The facility or service is under construction or is financially committed within the first three years of the CFS when the County's development order, permit or development agreement is approved.
D. The facility or service is the subject of a binding executed construction contract which provides for the commencement of the actual construction of the required facility or the provision of the required service within one-year of issuance of the County's development order permit; and if for roads, within 3-years.
E. The facility or service is guaranteed by an enforceable Development Agreement which requires commencement of the actual construction of the facility or the provision of the service within one year of issuance of the County's development order or permit, and if for roads, within 3-years.

The issuance of development orders and permits are based upon the availability of potable water as expressed in the County's adopted comprehensive plan, LDRs and concurrency management system (CMS). Also, the municipal community owned, and community type potable water providers must demonstrate financial ability to provide improvements for future water facilities as expressed in their CIE and CIS/CIPs.

Policy 6.2, Design Capacities for Public Water Systems (Infrastructure Element) and Policy 4.2, Levels of Service Defined (Capital Improvements Element) identifies the Highlands County adopted LOS for residential water systems for gallon per capita per day (gpcd).

"The County shall coordinate with the utility providers that service the unincorporated areas of the County to ensure that the following minimum design standards to residential water systems are maintained:

RV Park	75 gpcd
Mobile Home Park	100 gpcd
Single Family Residential	120 gpcd
Multi-Family Development	120 gpcd"

Concurrency clearance must be obtained by the County Engineer for all development within the unincorporated areas of the County for all final development orders development requiring the recording of final plats, for development requiring the submittal of final site plans, and for mining operations. This is to ensure that facilities and the adopted levels of service standards are available concurrent with the impacts of development. (Highlands County 2030 Comprehensive Plan and Land Development Regulations).

2. City of Avon Park

Objective 1 and Policy 2.2 of the CIE (see Appendix E) of the City of Avon Park's adopted comprehensive plan clearly identifies its responsibility for water supply and water facilities as denoted below:

> ***"Objective 1:*** *The Capital Improvements Element shall guide the provision of public facilities for the purpose of accommodating desired future growth, replacing facilities that have exceeded their useful lifespan and correcting existing deficiencies….*
>
> *Policy 2.2: Development orders and permits will be granted only when the facilities are operating at the established level of service, or will be available concurrent with the impacts of development."*

Pursuant to Infrastructure Element Policy 1.3 for LOS, the City of Avon Park adopted the following per capita per day for potable water connections:

Potable Water Facilities 102 gpcd

Avon Park's most recent CIP is for Fiscal Years 2010 through 2014. A significant amount of potable water improvements were scheduled for this 5-year period with the funding earmarked as either City water and sewer or developer funded. The 5-year total amount scheduled for potable water was $2,922,615.00, as detailed in Appendix H.

A concurrency management system has been adopted by the City. It can be found in Article 6. Public Safety Monitoring and Permitting, of the *City of Avon Park Unified Land Development Code*. This system ensures that the required facilities are in place concurrent with the impacts of development (Avon Park 2030 Comprehensive Plan and Unified Land Development Code).

3. City of Sebring

Objective 1 and 2 of the CIE (see Appendix F) of the City of Sebring's adopted comprehensive plan clearly identifies its responsibility for water supply and water facilities as indicted below:

> ***"OBJECTIVE CIE 1****: The City shall accommodate deficiencies and provide for desired future growth as indicated in the 5-year Schedule of Capital Improvements by meeting the schedule or modifying the schedule to accommodate changes in financing or feasibility…*

> ***OBJECTIVE CIE 2 - DEVELOPMENT COORDINATION AND REGULATION:*** *All Development Orders and permits will be based on the availability of necessary public facilities and services at adopted level of service standards needed to support such development concurrent with development impacts. The City shall not issue a development order unless the adopted levels of service are provided, consistent with the concurrency standards listed in Policy 2.1."*

Pursuant to Infrastructure Element Policy 1.1 for LOS, the City of Sebring has adopted the following for determining the availability of facility capacity and demand generated by a new development or redevelopment potable water facilities:

Potable Water Facilities	102 gpcd

Sebring's most recent CIP is for Fiscal Years 2010 through 2014. A considerable amount of potable water improvements were scheduled for this 5-year period, as shown in Appendix I. A concurrency management system has been adopted by the City of Sebring. It can be found in Chapter 8. Article III., Concurrency Management System for Water, Sewer, Drainage, Solid Waste, Parks and Recreation, of the *Code of Ordinances of the City of Sebring*. The City uses this system to ensure that no building permit is issued unless the necessary facilities are in place or available and are consistent with the adopted LOS within its Comprehensive Plan.
(< https://www.municode.com/library/fl/sebring/codes/code_of_ordinances >).
(< http://www.mysebring.com/DocumentCenter/Home/View/46 >).

4. Town of Lake Placid

Objective 1 and 4 of the CIE (see Appendix G) of the Town of Lake Placid's adopted comprehensive plan clearly identifies its responsibility for water supply and water facilities as shown below:

> *"**OBJECTIVE 1.** THE TOWN SHALL IMPLEMENT A CAPITAL FINANCIAL STRATEGY (CFS) BY SCHEDULING AND FUNDING THE CONSTRUCTION OF PUBLIC FACILITIES TO CORRECT EXISTING DEFICIENCIES, SERVE PROJECTED FUTURE GROWTH NEEDS, AND REPLACE OBSOLETE AND WORN-OUT FACILITIES, IN ACCORDANCE WITH A SCHEDULE OF CAPITAL IMPROVEMENTS…*
>
> ***OBJECTIVE 4.** THE TOWN SHALL ENSURE THAT THE DEMAND ON PUBLIC FACILITIES CREATED BY PREVIOUSLY ISSUED DEVELOPMENT ORDERS FOR FUTURE DEVELOPMENT DOES NOT EXCEED THE TOWN'S OR SERVICE PROVIDER'S ABILITY TO FUND*

AND PROVIDE THE NECESSARY PUBLIC FACILITIES, SERVICES, AND SUITABLE LAND FOR UTILITIES, AS STATED IN THE CONCURRENCY MANAGEMENT SYSTEM SECTION."

Pursuant to Infrastructure Element Policy 6.1 and Capital Improvements Element Policy 2.1(e), Potable water for LOS, Lake Placid has adopted the following per capita per day for potable water:

Potable Water Facilities 148 gpd

Lake Placid's 2030 Comprehensive Plan includes the Town's 5-Year Capital Improvement Schedule (Capital Improvement Element) and 10-Year Capital Financial Strategy for Fiscal Years 2021/22 through 2025/26, (Technical Support Document). The proposed annual update is provided in Appendix J.

The Town of Lake Placid has adopted a concurrency management system, which can be found in Chapter 158, Concurrency, *Code of Ordinances, Town of Lake Placid, Florida*. This system is to ensure that development orders and permits will not reduce the adopted LOS and that public facilities will be available at the time development. As provided within its Comprehensive Plan (Town of Lake Placid 2030 Comprehensive Plan and Code of Ordinances).

V. WATER CONSERVATION AND RECLAIMED WATER

Essential to the water supply plan for Highlands County will be determining the extent to which new groundwater supplies and opportunities for surface water supplies will supplement the demand for future water supplies in the County. Added to these alternative sources will be the consideration of conservation programs, reuse of reclaimed water opportunities and land use transitions. The County will work with the municipal and community public water suppliers to identify strategies for increasing the capacity of water reuse systems including assisting suppliers in applying for funding sources as appropriate. Also, the County will research and identify intergovernmental coordination mechanisms for implementing regional water conservation and reuse.

The County utilizes several Best Management Practices to reduce water use and increase the availability of potable water for its users. This is achieved through various conservation efforts.

A. Conservation Programs

Conservation programs can be used to educate water users and facilitate adoption of effective water conservation measures by specific users. Water conservation measures includes action and hardware that improve the efficient use of water. The community and community-type water providers and local governments are the primary entities that develop conservation programs. It is important that all water providers and users of water in Highlands County understand their role in promoting water conservation.

The following subsections contain a brief discussion of established conservation efforts and programs that may be applicable to different water use categories. Any one of these programs or a combination of conservation programs should be used to effectively reduce the demand for water in Highlands County.

1. Education.

Educating the public is an important element of a successful water conservation program. While the actual quantity of water savings as a result of customer education is not measurable, the effort greatly increases the success of all other facets of a conservation program by raising citizen awareness and changing attitudes regarding water use. Educating customers, accompanied by other effective conservation measures, can be effective supplement to a long-term water conservation strategy. The effectiveness of education combined with other water conservation measures are reflected in the per capita trend for public water supply systems in Highlands County as shown in Table No. 3.2. Highland County will continue to provide education to its citizens about water conservation and cooperate with water providers within the County to inform customers about the importance of water conservation and incentives and opportunities to conserve water.

2. Florida Building Code.

Water conservation measures are contained in the Florida Building Code (FBC) by requiring low-flow plumbing fixtures as referenced in Chapter 4, Section 401.3, *Water Conservation*, and Chapter 6, Section 604.3, *Water Distribution System Design Criteria*. Sprinkler/emitter spacer and selection spacing is provided in Appendix F, Part II.E. of the FBC (2020 Florida Building Code, Plumbing, 7th Edition).

3. Water Restrictions.

Highlands County implements water conservation through water irrigation restrictions. These are the Water Management District's year-around water conservation efforts that apply to Highlands County as well as other counties in Florida. Lawn and landscape watering are limited to a certain number of days and times per week. Details are available from the Highlands County Cooperative Extension Service.

Additional water conservation can be achieved from updating inefficient sprinkler heads and the installation of smart irrigation controllers, such as rain sensors, soil moisture sensors or other weather-based controllers. Based on studies by the University of Florida, it was determined that lower levels of saving from retrofitting older systems and smart irrigation controllers are 10% and 20% respectively.

4. Florida-friendly Landscaping and Irrigation Methods.

Water conservation, especially on xeric uplands, is encouraged through the use of native and drought tolerant vegetation and properly zoned irrigation systems known as Florida-friendly landscaping. By using Florida-friendly landscaping water usage is reduced and the upkeep of the landscaping is kept to a minimum. All new commercial and industrial developments landscapes are to be irrigated using an automatic irrigation system with a controller set to apply water in a manner consistent with water conservation methods and practices. There are water conservation measures in the County's LDRs for the limited use of water for irrigation of newly planted vegetation whenever climatic drought conditions occur and the Water Management District declares special precautionary directives.

5. Agriculture Water Conservation.

The largest demand for water in Highlands County is for agriculture irrigation and accounts for approximately 94% of the total demand for water in 2040 as reflected in Table No. 3.13. Therefore, efforts to reduce water demand by the agriculture sector would make a significant impact on the availability of water in the future. The projected water demand by agriculture over the next 20 years, to 2040, indicates an approximately 10% reduction. There are conservation programs to help further reduce the demand for water by agriculture.

The Florida Department of Agriculture and Consumer services (FDACS) develops and adopts agriculture Best Management Practices (BMPs) by rule for different types of agriculture operations. These BMPs have been designed primarily to reduce

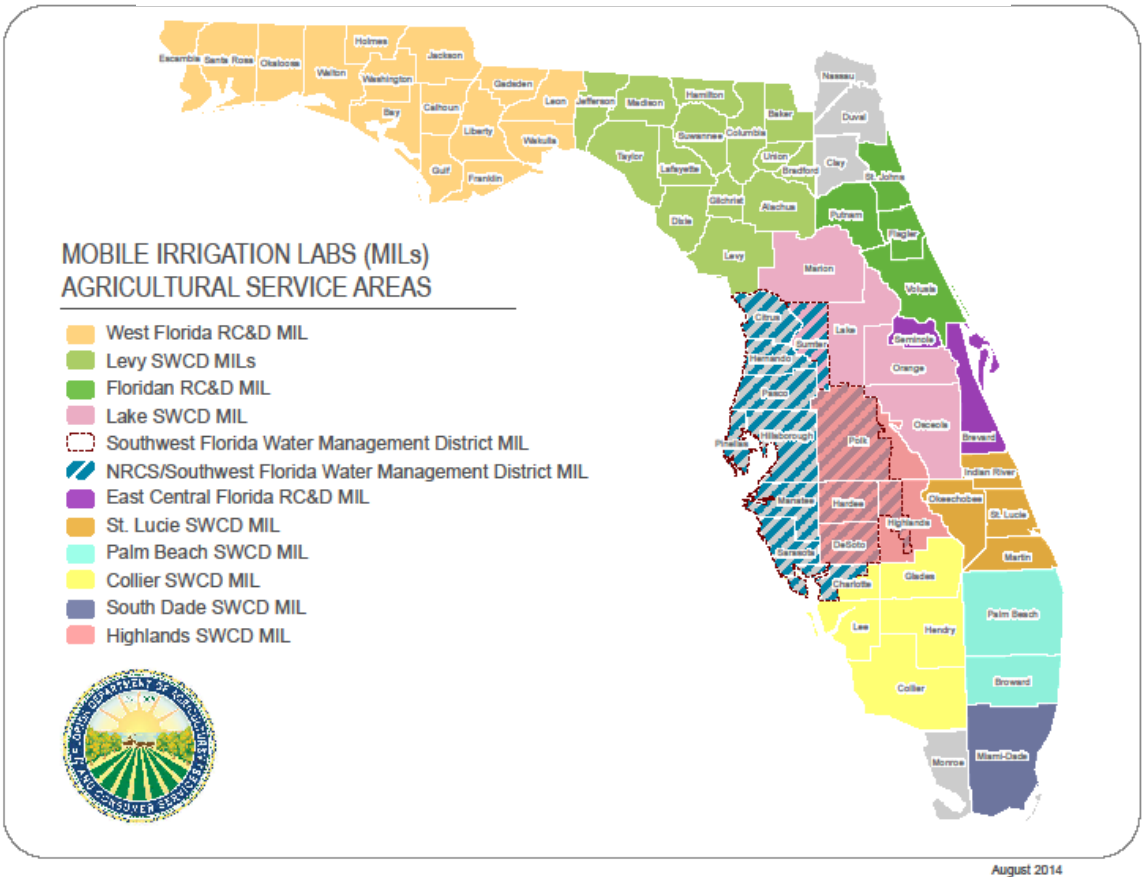
negative impacts from water quality while maintain or enhancing agriculture production. However, some BMP's also improve water use efficiency and can reduce the amount of water needed to meet crop demands in average to wet years.

The Florida Automated Weather Network, operated by the University of Florida Institute of Food and Agriculture Science (IFAS), provides weather information throughout the state at 15-minute intervals. Florida Automated Weather Network management tools provide information to assist growers using historical weather data and crop modeling technology to help with planning and decision making to improve the efficiency of irrigation practices.

6. Mobile Irrigation Lab (MIL).

The Highlands Soil & Water Conservation District (HSWCD) is a County partner agency. They provide MIL evaluations at no cost to citrus growers within Highlands County. This service is provided throughout the state of Florida; however, the HSWCD provides this service to Highlands County and a portion of Polk County as referenced in Map 5-1. The MILs offer the citrus grower a free on-site irrigation system evaluation. It consists of a truck with one to two persons that travel to a citrus grove operation that has asked for this service. An analysis of the irrigation system is performed and the property owner is provided with a final report with suggestions on how to improve the irrigation system, conserve water and improve water use, which in turn saves the farmer money by increasing crop production through uniform water application to the citrus grove. The overall conservation is not just money savings but helps to preserve the water being removed from the Floridan Aquifer for citrus irrigation. These MILS were funded by the Florida Legislature to the Florida Department of Agriculture and Consumer Services and by various WMDs.

Map 5-1 Mobile Irrigation Labs Urban Service Areas



Source: http://www.freshfromflorida.com/content/download/26122/502151/OAWP_Mobile_Irrigation_Lab Service Area Map.pdf

7. Existing Conservation Programs and Initiatives.

Highlands County implements the following conservation programs / initiatives:

- Citizen Education
- Maximum Flow Rates for Plumbing Fixtures
- Water Conservation through Water Restrictions adopted into the Land Development Regulations
- Florida-friendly Landscaping Methods
- Florida-friendly Irrigation Methods
- Mobile Irrigation Lab
- Reuse lines for new development within the Lake Placid Regional Plan Overlay
- Reuse lines for site specific development for large scale plan amendments
- Water rate structures
- Reclaimed or other non-potable water sources shall be used for irrigation if available.
- A rain sensor or other approved device, such as a soil moisture sensor,

shall be required on automatic irrigation systems. To avoid false readings, the device must be placed where it is exposed to unobstructed natural rainfall

8. Programs and Initiatives for Further Exploration.

Highlands County may consider the following conservation programs / initiatives for further exploration and possible implementation:

- Bioswales - rain gardens placed in long narrow spaces such as the space between the sidewalk and the curb*
- Permeable pavement alternatives - infiltrate, treat, and/or store rainwater where it falls.*
- Compute Your Water Use Calculator

* Source: https://www.epa.gov/green-infrastructure/what-green-infrastructure

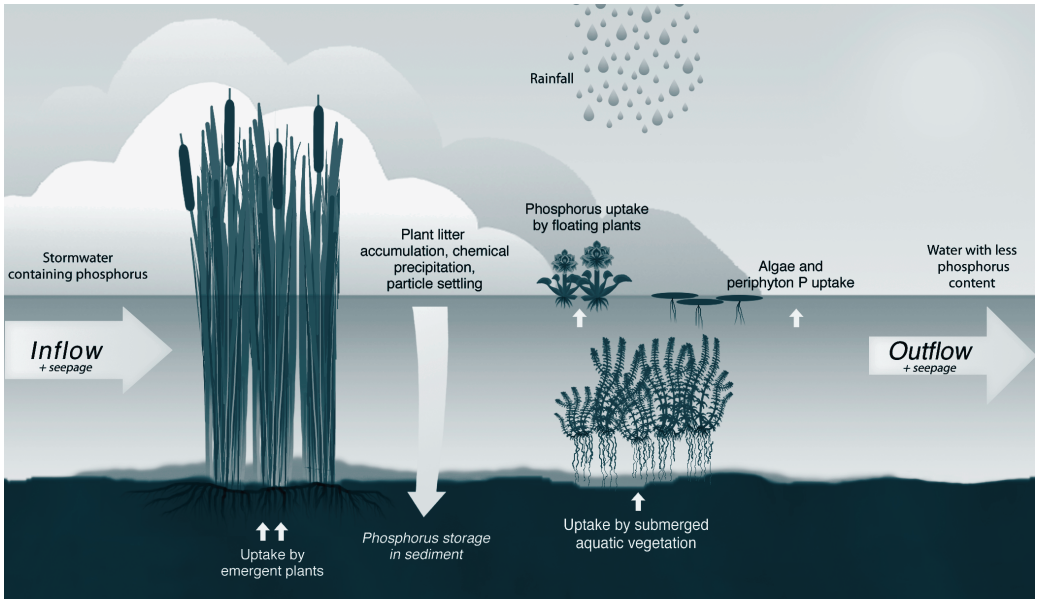
B. Stormwater Treatment Area (STA)

The Spring Lake Improvement District (SLID) implements or encourages water conservation and/or water reuse within the county with the design and construction of its STA, consisting of a lake-wetland marsh system. The Florida Legislature created the 4.5 square mile SLID in 1971. The SLID has been working for over eleven years on the development of a STA with FDEP and Florida Department of Transportation (FDOT) that includes an Eco-park, multi-use recreational path and maintenance road. The stormwater that enters Spring Lake flows from more than 620-acres at the Sebring Airport, 20-acres of FDOT right-of-way (U.S. 98), and nearly 70 acres of other unimproved lands via FDOT's storm water system. It includes the sheet flow from the Arbuckle Creek Area and the stormwater from SLID itself for a total of more than 3,000 acres. Stormwater is managed and treated through a series of existing upstream and cascading lakes, a network of canals, and a pump station. The pump station consisting of four 65,000 gpm pumps that control the discharge of stormwater to Arbuckle Creek. The water to be stored or captured in the STA will help with water retention, storage, quality and recharge of the aquifer's water supply. In other words, the goal is to retain the stormwater so it can naturally percolate into the underground aquifers.

Rainfall is the primary fresh water source for Florida. It seeps into the underground aquifers recharging the ground water supply. During heavy rains and flood events, the overflow drains to the canal system that has been designed to protect the area from flooding. Retention and detention ponds serve in this capacity by storing stormwater runoff during rain events. The SLID recognized that the construction of the STA will have an impact on the overall water quality and conservation of the area and as far downstream as the Northern Everglades watershed. This STA is important for many reasons. It provides for the collection of stormwater runoff which carries excess nutrients from farms, lawns, roadways and the urban areas of the County. When this water is stored in the STA, the wetlands have an opportunity to naturally remove the nutrient concentrations through its specialized cleansing

function. This function removes and stores nutrients through plant growth and the accumulation of plant litter (dead material) as a sediment layer as seen in Figure 5.8. The water quality is improved as the phosphates percolate or settle before the water is released into the public water body of Arbuckle Creek, which then flows into Lake Istokpoga through Lake Okeechobee and on into the Everglades (SFWMF, Below the Surface an in-depth look).

Figure 5.8. Stormwater Treatment Area - Wetland



Source: SFWMF, Below the Surface an in-depth look.

The SLIDs multi-million-dollar STA project (See Figure 5.9. below) will take several years to construct. The construction of the STA is in three phases and began in June of 2015 and was completed in September 2016. Both the FDEP and the WMD have praised the SLID on this water quality project and see it as a model for the state. It is a proactive and valuable community project in the entire North Everglades area. The total cost of the project was approximately $6.8 million, which included grants, appropriations, and State Revolving Funds for the STA project.

Figure 5.9. Spring Lake Improvement District Stormwater Treatment Area

Source: Edens. Smith Aerial Photos. 12:56 PM, view west, January 2016.

C. Reclaimed Water

The reuse of reclaimed water is a main component of a water conservation program. Reclaimed water is defined by the Florida Department of Environmental Protection (FDEP) as water that is beneficially reused after being treated to at least secondary wastewater treatment standards by a domestic wastewater treatment plant (WWTP). By reusing reclaimed water, the County is able to conserve freshwater supplies and replenish its streams, rivers, lakes and aquifers. The reuse of treated domestic wastewater can have an important role in offsetting the projected future growth demand for potable water. Reuse does not replace potable water, but it offsets the demand to provide potable water for irrigation and some industrial uses.

The utilization rate of reclaimed water varies by utility system. Typically, only 50 to 70 percent of treated wastewater flows go to reclaimed water customers. The reuse of reclaimed water is limited to the availability of customers, the ability to supply reclaimed water, seasonal supply and storage. Table No. 3.11 shows that excess water capacity exists after meeting the projected potable water demand through 2040. The reuse of treated domestic wastewater will reduce the demand for potable water for irrigation and industrial uses, freeing that capacity for unexpected potable water demand caused by higher than anticipated population growth. The intent is to maximize reclaimed water wherever it is available and to the extent possible based upon treatment capacity, distribution potential and available users.

The reuse of water county-wide is afforded two ways, as aquifer recharge and landscaping reuse. Based upon an inventory of the domestic wastewater treatment plants and reclaimed water facilities within the county (Table No. 5.14), approximately .25 MGD are being utilized as landscaping reuse and 4.92 MGD for aquifer recharge.

Table No. 5.14. Domestic Wastewater Treatment Plants and Reclaimed Water Facilitates

	Permitted Capacity	Current Flow (AADF) MGD	Current Flow (TMADF) MGD	Landscaping reuse MGD	Aquifer recharge MGD
City of Avon Park	1.585	.911	.876	0	1.585
City of Sebring[1]	1.970	1.067	1.123	.090	1.880
Lake Placid Utilities	.509	.159	.138	.162	.509
Placid Lakes	.015	-	.008	0	.015
Spring Lake	.107	.019	.021	0	.140
Sun 'N Lake	.950	0.49	.497	0	.950
Total	5.01	2.63	2.63	.25	4.92

Source: FDEP Permits and Monitoring Reports.
[1]Includes Sebring Airport

VI. GOALS, OBJECTIVES AND POLICIES

It is presumed at the out-set of this Water Supply Facilities Plan that the following recommended goals, objectives and policies within the Highlands County Comprehensive Plan implement water supply concurrency and conservation. Amended existing policies and new policies are presented in legislative format.

A. FUTURE LAND USE ELEMENT

Policy 6.3: Water Supply Plan Updates

Highlands County hereby adopts by reference the Highlands County 10-Year Water Supply Facilities Work Plan (WSFWP) Update 2022-2032 dated , 2022. The County shall ~~review and update the WSFWP at least every 5 years, within eighteen (18) months after the adoption of an update to~~ coordinate with the staff of the South Florida and Southwest Florida Water Management District~~s as~~ Regional Water Supply Plans ~~are updated~~. Any changes that occur within 5 years of the WSFWP shall be included in the Capital Improvements Plan update, if applicable, to ensure consistency between the Water Management Districts and the Capital Improvements Element~~After completion of the updates to the Water Management District Plans, the County shall update its 10-Year Water Supply Facilities Work Plan and related water supply policies to address alternative water sources and needed capital improvements~~.

B. INFRASTRUCTURE ELEMENT

GOAL 4: TO COLLABORATE WITH AND SUPPORT THE UTILITY PROVIDERS THAT SERVE THE UNINCORPORATED PORTIONS OF HIGHLANDS COUNTY IN PROVIDING SUFFICIENT POTABLE WATER, AS ~~DETERMINED BY A~~ IDENTIFIED IN THE 10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE, THAT IS ALLOCATED THROUGH AN EFFICIENT AND EFFECTIVE SERVICE PROVIDER PROGRAM, THAT PROMOTES ~~INCORPORATES~~ WATER CONSERVATION AND ~~RECLAMATION~~RECLAIMED WATER USE, AVAILABLE TO ALL NEW DEVELOPMENT AND, WHERE APPROPRIATE ~~APPLICABLE~~, EXISTING DEVELOPMENT THAT IS CONSISTENT.

OBJECTIVE 1: ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS

Recognize that properly located, designed and regulated on-site sewage treatment and disposal systems will serve as a means of wastewater treatment in residential areas of less than one dwelling unit per gross acre.

All new ~~created~~ residential development ~~areas~~ with a gross density greater than one dwelling unit per gross acre, new multi-family development, new commercial development, new industrial development, and new public and private meeting places shall be served by a central wastewater system and

shall coordinate with the appropriate utility providers ~~s~~ that serves the unincorporated portions of the County unless central wastewater is not available within a quarter mile and fewer than three equivalent residential units (ERUs) are generated by the use or as specified in the Land Development Regulations. Connection shall be required in accordance with Florida Statutes and the Florida Administrative Code.

Policy 1.1: LDRs to Comply with State Code

The County shall continue to review and modify, where necessary, its Land Development Regulations to assure that they are in conformance, at a minimum, with Chapter 64 E-6, Florida Administrative Code (F.A.C.) "Standards for On-Site Sewage Treatment and Disposal Systems" and that the Land Development Regulations reflect the requirements of the Concurrency Management System.

OBJECTIVE 2: CENTRAL WASTEWATER SYSTEMS

Recognize that certain land uses, and development densities and intensity require central wastewater systems and require coordination with utility providers for the unincorporated portions of the County.

Policy 2.1: Central Wastewater Density Threshold, Development Standards, and Levels of Service

A. All new establishments and residential units that are required by the policies of this objective to be served by a central wastewater system, shall connect to central wastewater collection lines at the time of initial development, but only where the nearest wastewater line is located closer than one-quarter mile from the property line boundary, as measured and accessed via existing easements or rights-of-way consistent with State rules and guidelines.

B. The County shall continue to review and modify, where necessary, its Land Development Regulations to assure that:

1. Central wastewater systems shall be provided:

a. For residential development with ~~In Highlands County where land is developed at~~ densities greater than one dwelling unit per gross acre unless central wastewater is not available within a quarter mile and fewer than three equivalent residential units (ERUs) are

generated by the use or as specified in the Land Development Regulations,

b. For mobile home parks and campground development and districts,

c. For all new commercial and industrial development (except as otherwise allowed on septic systems),

d. Except as otherwise provided herein, existing developments utilizing on-site wastewater treatment and disposal systems will be required to connect to central wastewater treatment facilities when made available consistent with the requirements of Florida Statutes and the Florida Administrative Code.

2. When domestic wastewater flows are expected to exceed 10,000 gallons per day per establishment (pursuant to Chapter 64 E-6, Florida Administrative Code) or, notwithstanding the property's zoning district, all new residential subdivisions with a gross density greater than one dwelling unit per acre shall be served by a central wastewater system.

3. All newly constructed private central wastewater systems shall be engineered for eventual integration into a publicly operated interceptor central wastewater network.

4. The County shall coordinate with the utility providers for the unincorporated areas to meet the minimum Level of Service standard in the design of wastewater treatment plants ~~shall be~~ as follows:

RV Park	75 gpcd
Mobile Home Park	100 gpcd
Single-Family Subdivision	120 gpcd
Multi-Family Development	120 gpcd

5. Standards for the proper location, construction, operation, monitoring, reporting, and maintenance of package wastewater treatment plants shall be included in the LDRs.

C. Whenever connection to a private or public central wastewater system is refused by an operator; is unavailable at the time of construction; or, whenever connection points to an interceptor are more than one-quarter mile from the property line boundary of the

project, the County shall require connection to a central wastewater system available from a utility provider consistent with the requirements of Florida Statutes and the Florida Administrative Code. The County may approve an incremental or phased installation of a central wastewater system to accommodate the development.

OBJECTIVE 6: **SUPPORT THE UTILITY PROVIDERS THAT SERVE THE UNINCORPORATED PORTIONS OF HIGHLANDS COUNTY TO ENSURE~~IN PROVIDING~~ SUFFICIENT POTABLE WATER CAPACITY IS AVAILABLE TO RESIDENTIAL AND NON-RESIDENTIAL USERS ~~WITHIN WATER SERVICE AREAS~~ CONSISTENT WITH THE WATER SUPPLY FACILITIES WORK PLAN**

Utilize the data, analysis, and recommendations of the Supply Facility Work Plan (WSFWP) as a guide to monitor water providers serving unincorporated portions of Highlands County.

Policy 6.1: Water Supply Plan Updates

~~A.~~ Highlands County shall coordinate with the staff of the South Florida and Southwest Florida Water Management Districts as Regional Water Supply Plans are updated. The County shall review and update the Highlands County 10-Year Water Supply Facilities Work Plan (WSFWP) at least every five (5) years, w~~W~~ithin eighteen (18) months after the adoption~~of completion~~ of ~~the~~ updates to the South Florida and Southwest Florida Water Management District Regional Water Supply Plans. Any changes to occur within the first five (5) years of the WSFWP shall be included in the annual Capital Improvements Plan update to ensure consistency between the infrastructure and Capital Improvements Elements.~~the County shall update its 10-Year Water Supply Facilities Work Plan and related water supply policies to address alternative water sources, water conservation and needed capital improvements.~~

B. The County hereby adopts by reference the Highlands County 10-Year Water Supply Facilities Work Plan (WSFWP) Update 2022-2032, dated *[insert adoption date of this Plan Update]* .~~, and titled "10-Year Water Supply Facilities Work Plan Update 22017-2027."~~ The WSFWP ~~Work Plan~~ addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the County.

Policy 6.3: Study Existing Public Water Systems

The County staff shall monitor public and private water facilities ~~the entity~~ having operational responsibility in the unincorporated portions of Highlands County as they continue to compile data on current demand, level of service, and an analysis of the general performance for each identified ~~public and private~~ potable water facility. The information generated by this survey shall be used as reference material for implementing Future Land Use Policy 6.2.

A. The County shall coordinate with the utility providers to identify and monitor water supply source deficiencies and improvements needed to serve ~~serving~~ unincorporated portions of Highlands County consistent with ~~as tracked by~~ the County's 10-Year Water Supply Facilities Work Plan.

B. The County shall coordinate with the utility providers to identify and monitor water supply demands created by new development within the County for ~~their~~ impacts upon public water supply providers and as it pertains to their respective 10-Year Water Supply Facilities Work Plan and the Regional Water Supply Plans of the SWFWMD and the SFWMD.

C. Where practical, the County shall assist ~~the~~ utility providers to decentralize their potable water by locating new wells and associated water supply infrastructure in strategic locations to ensure ~~assure~~ sufficient water pressures throughout the system and to distribute aquifer draw downs.

D. The County shall coordinate with and strongly encourage utility providers, wherever possible, to construct loops within their ~~its~~ water distribution systems~~, comprising loops,~~ to more evenly maintain consistent water pressure.

C. INTERGOVERNMENTAL COORDINATION ELEMENT

OBJECTIVE 8: JOINT PLANNING AREAS

As provided under the authority of Section 163.3171, Florida Statutes, Highlands County shall, in conjunction with the municipalities of Avon Park, Sebring and Lake Placid, establish and implement joint municipal planning areas through inter-local agreements.

Policy 8.1: Municipal Growth and Provision of Services

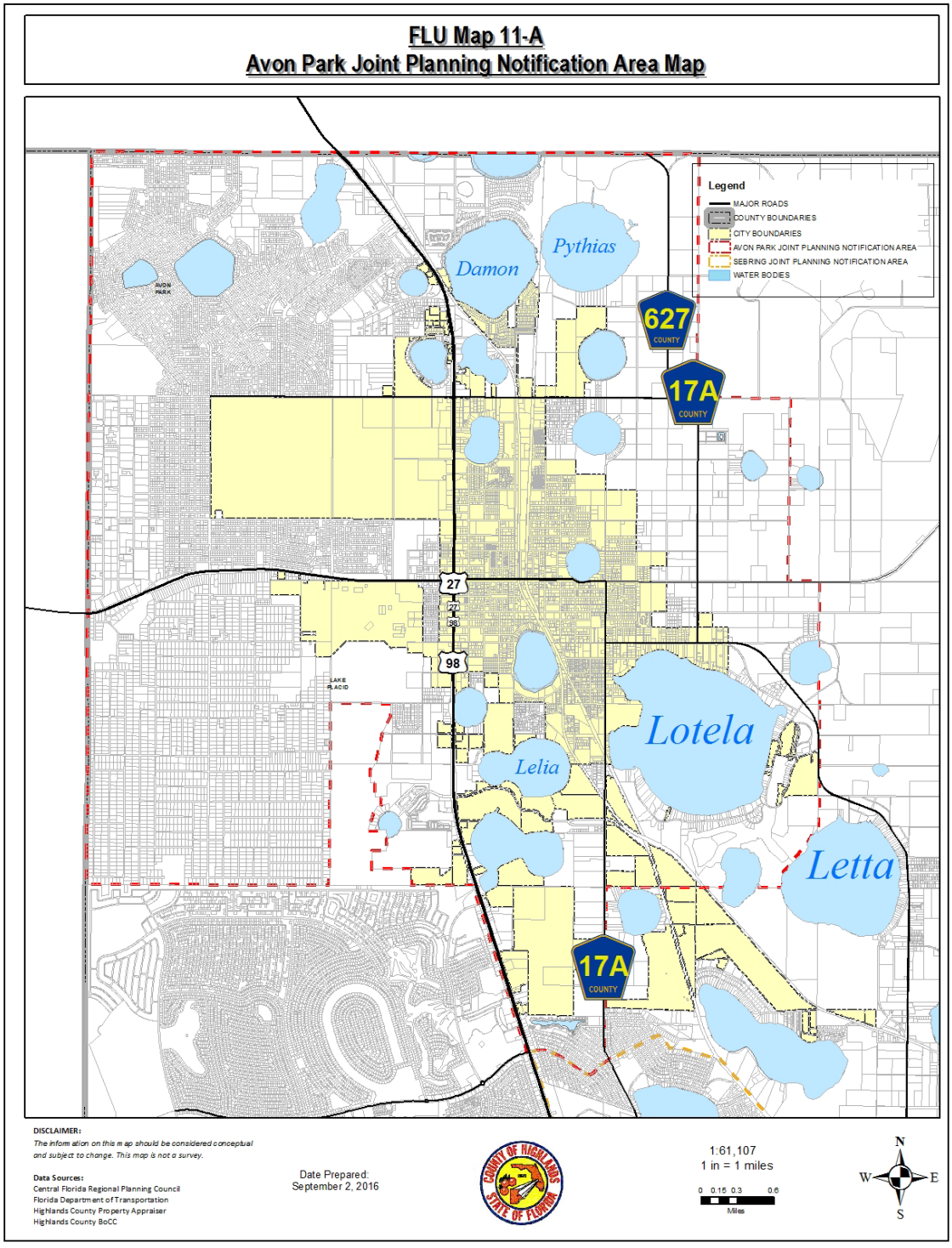
The County shall continue to coordinate with the municipalities of Avon Park, Sebring and Lake Placid, and other jurisdictions as appropriate, to implement a joint planning area and process ~~and delineate the~~, which includes identifying the delineation, direction and extent of municipal growth to ~~for the purpose of ensuring~~ ensure adequate, efficient and equitable provision of needed services.

Policy 8.2: Joint Planning Areas with the Municipalities

Highlands County shall establish joint planning areas with the municipalities of Avon Park, Sebring and Lake Placid (and shall identify such areas in the County's Future Land Use Map series) and may ~~consider developing~~ develop interlocal agreements for planning within these areas.

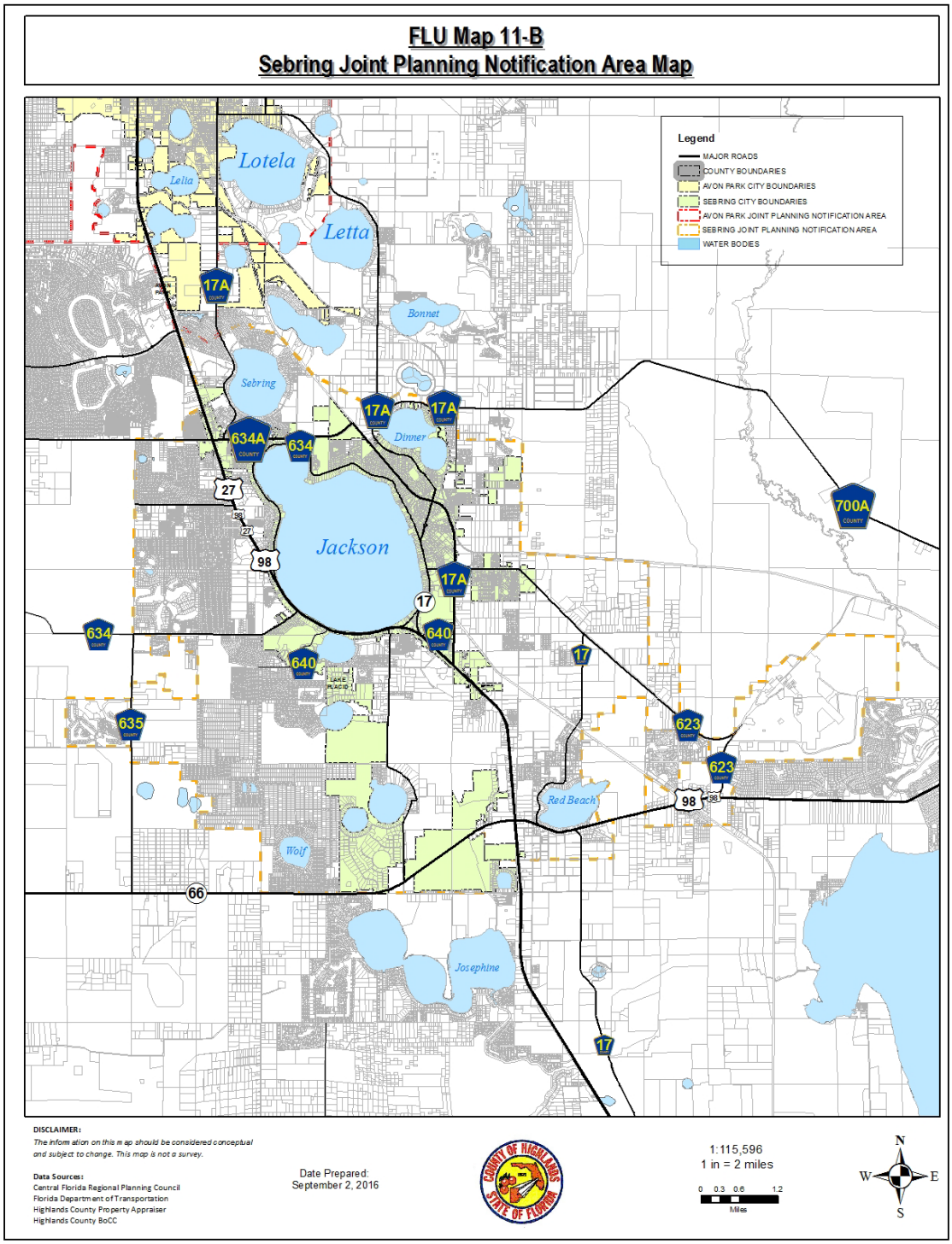
The inter-local agreements shall provide procedures for annexation consistent with the provisions of Chapter 171, Part 1, *Municipal Annexation and Contraction,* and Part II, *Interlocal Service Boundary Agreements, F.S.* and development review, in relation to the existing Comprehensive Plans and Land Development Codes of adjacent jurisdictions~~,~~; and shall map joint infrastructure service areas.

Map 6-1 Proposed Joint Planning Notification Area – Avon Park



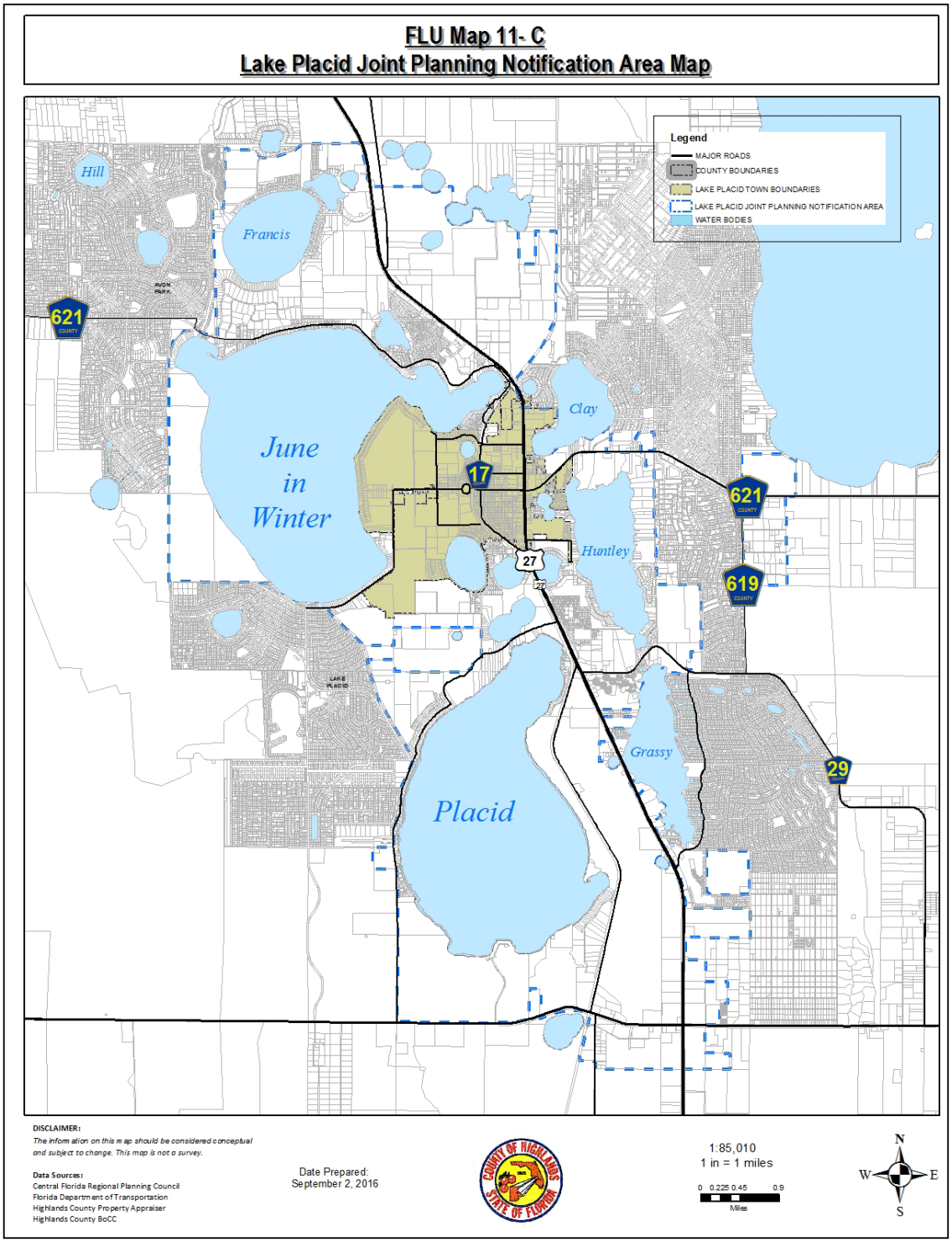
Source; Highlands County Planning, August 2016.

Map 6-2 Proposed Joint Planning Notification Area – Sebring



Source: Highlands County Planning, August 2016.

Map 6-3 Proposed Joint Planning Notification Area – Lake Placid



Source: Highlands County Planning, August 2016.

Policy 8.3: Joint Planning Areas – Minimum Considerations

When establishing boundaries for joint municipal planning areas, Highlands County and the municipalities shall, at a minimum, consider previously established planning area boundaries, municipal and county infrastructure service areas, existing and planned jurisdiction boundaries ~~lines~~ and local comprehensive plans.

Policy 8.4: Annexed Property – Regulatory Status

Subsequent to establishing an inter-local agreement and as long as it remains in effect, the following provisions shall apply to the unincorporated area located within an established municipal planning area consistent with the provisions of Section 171.062, *Effects of Annexation or Contractions,* F.S.:

A. An amendment to the applicable municipal comprehensive plan shall be required in order to include such unincorporated areas within the municipal plan.

B. The Highlands County Comprehensive Plan and implementing Land Development Regulations shall remain in effect for all unincorporated areas. Upon annexation, the applicable local comprehensive plan and land development regulations shall be determined as follows:

1. If Provision A. above has been accomplished, the municipal comprehensive plan and land development regulations shall take effect at the time of voluntary annexation subject to a determination by the Highlands County Local Planning Agency that the requirements contained in the applicable inter-local agreement have been satisfied and subject to the completion of any subsequent final plan amendment action that may be required, or

2. The Highlands County Comprehensive Plan and Land Development Regulations shall remain in effect until the municipality adopts a municipal plan and zoning amendment that includes the annexed area.

REFERENCES

City of Avon Park. Municode.com City of Avon Park Code of Ordinances. Codified through Ordinance No. 01-2022, enacted February 14, 2022. < https://library.municode.com/fl/avon_park/codes/code_of_ordinances >

City of Avon Park. Online. City of Avon Park 2030 Comprehensive Plan. Adopted December 26,1990. Updated May 2019. <http://avonpark.cc/publications/Complete_Avon_Park_2030_Comprehensive_Plan_5.pdf>.

City of Sebring. Municode.com City of Sebring Code of Ordinances. Codified through Ordinance No. 1450, enacted June 16, 2020. < https://www.municode.com/library/fl/sebring/codes/code_of_ordinances >

City of Sebring. Online. City of Sebring Comprehensive Plan, Goals, Objectives & Policies. < http://www.mysebring.com/DocumentCenter/Home/View/46 >

Florida Building Code 2020 Florida Building Code, Plumbing. 7th Edition < 2020 Florida Building Code, Plumbing, 7th Edition | ICC Digital Codes (iccsafe.org) >. See Florida Building Code. 2020.

Florida Department of Economic Opportunity. Division of Community Development. Bureau of Community Planning. Online. A Guide to the Data and Analysis to Support Comprehensive Plan Amendments. November 2007. Revised 2020. See Florida Department of Economic Opportunity. < http://floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/water-supply-planning >.

Florida Department of Economic Opportunity. Division of Community Development. Bureau of Community Planning. Online. A Guide to the Preparation of the Water Supply Facilities Work Plan. November 2007. Revised July 2020. See Florida Department of Economic Opportunity. < http://floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/water-supply-planning >.

Florida Department of Environmental Protection. Electronic Document Management System (OCULUS). < Login (state.fl.us)>

Florida Department of Environmental Protection. FDEP Enterprise Information Portal. Nexus.
< http://webapps.dep.state.fl.us/DepNexus/public/search-portal >.

Highlands County. Development Services Planning Department. Geographic Information Services. July 2016. See GIS. 2016.

Highlands County. Interlocal Agreement between Highlands County and the Town of Lake Placid for the Transfer of Utilities. March 20, 2012. See Interlocal Agreement. 2012.

Highlands County. 2030 Comprehensive Plan, Highlands County, Florida. Adopted September 7, 2010, amended through March 16, 2021.

"Mobile Irrigation Labs." Florid Agriculture Online. January/February 2016. Vol. 76 No.1.
< http://www.mydigitalpublication.com/publication/?i=288335#{"issue_id":288335,"page":6} >.

South Florida Water Management District. 2018 Estimated Water Use Report. December 2019. < 2018_Annual_Water_Use_Estimation_Report.pdf (sfwmd.gov)>

South Florida Water Management District. 2019 Lower Kissimmee Basin Water Supply Plan. December 12, 2019. See South Florida Water Management District. 2014.

South Florida Water Management District. 2021. Lawn Watering Restrictions. < Lawn Watering Restrictions | South Florida Water Management District (sfwmd.gov)>

South Florida Water Management District. Water Supply Facilities Work Plan Updates SFWMD Technical Assistance Guide. September 2021.

Southwest Florida Water Management District. 2019 Estimated Water Use Report. December 22, 2020 < General Reports | WaterMatters.org (state.fl.us)>

Southwest Florida Water Management District. 20020 Regional Water Supply Plan, Heartland Planning Region. November 17, 2020. See Southwest Florida Water Management District. 2020.

Southwest Florida Water Management District. Online. Southern Water Use Caution Area.
< Southern Water Use Caution Area | WaterMatters.org (state.fl.us)>.

Southwest Florida Water Management District. Online. Water Conservation.
< http://www.sfwmd.gov/portal/page/portal/levelthree/Water%20Conservation/ >.

Southwest Florida Water Management District. Online, District Water Restrictions. 2021. < District Water Restrictions | WaterMatters.org (state.fl.us)>

Southwest Florida Water Management District. Online, Public Supply Service Areas. 2020. <Section A, Maps - Public Supply Service Areas | WaterMatters.org (state.fl.us)>

Spring Lake Improvement District. Aerial Photos. Edens. Smith Aerial Photos. 12:56 PM, view west, January 2016.

Spring Lake Improvement District. SLID Conceptual Permit Application. October, 2009.

State of Florida. The Florida Legislature. Online Sunshine. The 2021 Florida Statutes. < http://www.leg.state.fl.us >.

Town of Lake Placid. Municode.com. Town of Lake Placid Code of Ordinances. < https://www.municode.com/library/fl/lake_placid/codes/code_of_ordinances >.

Town of Lake Placid. 2030 Comprehensive Plan, Town of Lake Placid, Florida. Adopted January 14, 2013, amended through December 13, 2021.

University of Florida. IFAS Extension. Water Restrictions. < All About Water Restrictions - Gardening Solutions - University of Florida, Institute of Food and Agricultural Sciences (ufl.edu)>

University of Florida. Bureau of Economic and Business Research (BEBR). Florida Population Studies. Volume 55, Bulletin 192. “Projections of Florida Population by County, 2025-2050, with Estimates for 2021.” February 2022

U.S. Census Bureau. QuickFacts. Census.gov. < http://www.census.gov/quickfacts/table/PST045215/12055>. July 2021. See Census.gov.

U.S. Environmental Protection Agency. Green Infrastructure. < https://www.epa.gov/green-infrastructure/what-green-infrastructure >. See < http://highlands.ifas.ufl.edu/ >

U.S. Department of Agriculture, Natural Resources Conservation Service; and, Florida Department of Agriculture and Consumer Services. Mobile Irrigation Lab (MIL) Technical Handbook, May 2017

Wikipedia. The Free Encyclopedia. U.S. Route 27. < https://en.wikipedia.org/wiki/U.S._Route_27>

APPENDIX A

INTERLOCAL AGREEMENT BETWEEN HIGHLANDS COUNTY AND THE TOWN OF LAKE PLACID FOR THE TRANSFER OF UTILITIES

INTERLOCAL AGREEMENT BETWEEN
HIGHLANDS COUNTY AND
THE TOWN OF LAKE PLACID
FOR THE TRANSFER OF UTILITIES

This Interlocal Agreement is made between the TOWN OF LAKE PLACID, a Florida Municipal Corporation, 311West Interlake Boulevard, Lake Placid, Florida 33852 (hereinafter the "TOWN") and HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 (hereinafter referred to as the "COUNTY").

WHEREAS, the TOWN is a municipal corporation organized under the laws of the State of Florida; and

WHEREAS, the COUNTY is a political subdivision of the State of Florida; and

WHEREAS, the TOWN owns wastewater collection, treatment, and reuse utility facilities and potable water production and distribution utility facilities in and around the TOWN; and

WHEREAS, the COUNTY owns wastewater collection and treatment utility facilities and potable water production and distribution utility facilities around the TOWN; and

WHEREAS, over the past several years, the TOWN, the COUNTY, the jointly appointed Growth Management Committee, various landowners and many citizens have taken part in the development of the Greater Lake Placid Planned Vision Overlay (see Highlands County Comprehensive Plan, Future Land Use Element, Objective 12: Greater Lake Placid Planned Vision Overlay) hereinafter the "OVERLAY AREA" or "OVERLAY" as the context requires; and

WHEREAS, the Growth Management Committee recommended and the TOWN and the COUNTY agree that the OVERLAY AREA should be served by a regional utility owned and operated by the TOWN; and

WHEREAS, the COUNTY's adopted Comprehensive Plan requires that a regional municipal utility provide utility service in the OVERLAY AREA; and

WHEREAS, the COUNTY and the TOWN desire to agree upon the terms, conditions, and consideration for the creation of a regional utility owned and operated by the TOWN.

NOW THEREFORE, in consideration of the covenants and conditions herein, the TOWN and the COUNTY hereby agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein by this reference.

2. PURPOSE AND INTENT.

The purpose of this Interlocal Agreement is to set the terms and conditions for the transfer of the COUNTY's Placid Utilities and Highway Park Utility to the TOWN in order to establish a regional utility owned and operated by the TOWN with its existing wastewater collection, treatment, and reuse utility facilities and potable water production and distribution utility facilities, to provide for the operation and expansion of that regional utility system to serve the TOWN, the OVERLAY AREA, and nearby unincorporated areas of the COUNTY, and to address related planning issues.

The TOWN and the COUNTY intend to foster the operation and expansion of a reliable, cost effective public utility system (a potable water production and distribution system and a wastewater collection and treatment system) which will be owned and operated by the TOWN within the TOWN, the OVERLAY AREA, and nearby unincorporated areas of the COUNTY.

3. REGIONAL MUNICIPAL UTILITY ADVISORY COMMISSION. The TOWN adopted Ordinance 2011-633 creating the TOWN's regional utility advisory commission (hereinafter referred to as the "UTILITY COMMISSION").

4. TRANSFER OF COUNTY UTILITIES TO THE TOWN.

The COUNTY shall transfer Placid Utilities and Highway Park Utility (including all assets, escrows, reserves and deposits acquired or produced by each) to the TOWN 120 days after both governments adopt this agreement. The Closing (hereinafter referred to as the "CLOSING") may be extended by either party for up to three periods of 30 days each.

At or before closing, the TOWN through its regional utility shall assume, pay off or refinance the Bank of America debt (see Highlands County Ordinance number 03-04-30), and reimburse the COUNTY the sum of $18,450.00 (originally paid from the COUNTY's General Fund, BA # 97-98-194). The COUNTY represents that none of the existing deposits were paid from the COUNTY's CDBG grant involved in the system creation and further represents that the sums paid from the COUNTY's General Fund, BA # 97-98-194, were applied to utility deposits. At closing all existing deposits and an accounting for the same shall be delivered to the TOWN. The accounting shall designate the deposits which were paid from the COUNTY's General Fund, BA # 97-98-194, above mentioned. Upon closure of those accounts (where deposits were paid by the COUNTY), the deposits will be property of the TOWN.

The TOWN shall consolidate the wastewater collection and treatment utility facilities and the potable water production and distribution utility facilities received from the COUNTY with the wastewater collection, treatment, and reuse utility facilities and potable water production and distribution utility facilities of the TOWN and shall, thereafter, own and operate those utilities as part of its municipally owned regional utility, the potable water system of which is, and shall continue to be, a community system that provides fire protection (to the extent required by county wide ordinance) to its customers in the unincorporated area of the COUNTY, including the OVERLAY AREA. After the CLOSING, The TOWN shall not own or operate any wastewater collection, treatment, or reuse utility facilities or any potable water production or distribution utility facilities except as part of its regional utility.

The Town Utility Director and the County Engineer shall both cooperate, one with the other, prior to and after the CLOSING to facilitate a smooth and informed transition of the respective systems to the TOWN.

The TOWN and the COUNTY agree that the combined utility systems will need to be improved, enhanced, and expanded in the future. The initial combination of utilities will nearly double the TOWN's existing utility system. Upon CLOSING, the TOWN shall employ the COUNTY utility staff (if they desire to continue utility employment) within the TOWN's utility department; provided that they apply for employment at least 30 days prior to CLOSING. The TOWN agrees to hire such other employees commensurate with the needs of the combined system and anticipated expansion.

5. UTILITY RATES.

A. RATE PHASE IN PERIOD. There will be a utility rate phase in period of not more than five years from the day of CLOSING.

B. PHASE IN RATES. During the utility rate phase in period, all utility rates, fees, and charges for Placid Utilities and Highway Park Utility that are in effect on the day prior to CLOSING shall remain unchanged until the TOWN adopts new rates, fees, and charges for the regional utility pursuant to which utility customers within the TOWN boundary and the service areas of Placid Utilities, and Highway Park Utility, as ~~they~~ latter two existed at the time of CLOSING, are charged the same rates, fees, and charges, within each customer classification, by the regional utility. Those service areas are described on the maps attached to and incorporated in this Agreement as Exhibits A (Placid Utilities) and B (Highway Park Utility).

C. RATES, FEES, AND CHARGES AFTER PHASE IN, WITHIN THE TOWN, PLACID UTILITIES, AND HIGHWAY PARK SERVICE AREAS AS THEY EXISTED AT THE TIME OF CLOSING. After the phase in period described in subparagraph B of this paragraph, each customer classification and the rates, fees, and charges within each of those customer classifications shall be the same throughout the service area described in Exhibits A and B attached to and incorporated in this Agreement and the TOWN.

D. RATES, FEES, AND CHARGES, BEYOND THE TOWN SERVICE AREA, PLACID UTILITY SERVICE AREA, AND HIGHWAY PARK SERVICE AREA. Except for area described on the maps attached to and incorporated in this Agreement as Exhibits A and B the utility rates, fees, and charges charged by the TOWN's regional utility for utility service in the OVERLAY AREA, and nearby unincorporated areas of the COUNTY, may, as provided by law, exceed the rates, fees, and charges charged by the TOWN's regional utility for corresponding service within the boundaries of the TOWN.

E. ADDITIONAL CHARGES TO FUND THE EXTENSION OF UTILITY SERVICES. The TOWN or the COUNTY may establish additional charges or assessments to fund the extension of utility lines and facilities (including capacity) in specific areas.

6. LEVEL OF SERVICE.

A. HIGHWAY PARK AREA. The TOWN shall use its best efforts to maintain the level of service for which the Highway Park Utility system was designed for the area served by that system. Variations in water pressures caused by additional taps along the existing lines are anticipated and shall not deemed to be a service degradation.

B. PLACID UTILITIES AREA. As described in subparagraph C of this paragraph, the Placid Utilities potable water system currently has insufficient water storage to satisfy the requirements of Rule 62-555.315, Florida Administrative Code. The COUNTY represents that the COUNTY has sufficient funds available in the accounts of Placid Utilities for the 200,000 gallon water storage tank recommended in Section 7.3 of the for Placid Utilities Master Plan prepared by Chastain Skillman, Inc., quoted, in part, in subparagraph C of this paragraph. Those funds are included in the funds to be transferred by the COUNTY to the TOWN at CLOSING. Unless otherwise agreed in writing by the TOWN and COUNTY, the TOWN shall use those funds to add a new 200,000 water storage tank to the Placid Utilities potable water system within two years after the CLOSING. The TOWN after CLOSING shall use its best efforts to maintain the designed level of service for the Placid Utilities potable water system. Variations in water pressures caused by additional taps along the existing lines are anticipated and shall not be deemed to be a service degradation

C. MASTER PLAN FOR PLACID UTILITIES. The Master Plan for Placid Utility prepared by Chastain Skillman, Inc., Section 7.3, Pg. 41 states:

> "In general, the Water Plant appears to comply with DEP regulations. However, the FDEP regulations stipulate in 62-555.315(19) FAC that the water plant storage should be sufficient to cover 25% of the maximum daily flow plus fire flow. In residential areas, fire flow is commonly assumed to be 750 gpm with a four (4) hour duration. As illustrated in **Table 4-3**, the Maximum Day Demand observed is 491,000 gpd. County staff has indicated that this is an anomalous value due to issues with a flushing valve. Excluding line breaks and other distribution system problems, the maximum day demand for 2007 and 2008 was 279,000 gallons. This implies that the required storage to service current demand is 249,750 gallons (i.e. (0.25*279,000) + (4 hrs*60min/hr*750gal/min)). In calculating storage capacity, only half of the volume of each hydro-pneumatic tank can be considered. The remainder of the volume consists of pressurized air, which is used for operational control. The current tank

capacity available is 200,000 gallons plus half of the twin 10,000 gallon hydro-pneumatic storage tanks. Therefore, given the current demand, the existing plant is deficient in storage capacity by 39,750 gallons. To remedy this condition, another 200,000 gallon storage tank is recommended for construction on the Tomoka water plant site. Not only will this provide the storage necessary to comply with the state regulations, but will also provide an economical expansion of the facility to service growth of the area."

D. LIMITATION ON USE OF RESERVE FUNDS. During the rate phase in period, the TOWN shall use the Highway Park Utilities and Placid Utilities reserve funds only for those respective systems.

E. LIMITATION ON FACILITIES WITHIN TOMOKA HEIGHTS. The TOWN will not increase the capacity of the Placid Utilities Wastewater Treatment Facility situated within Tomoka Heights beyond 200,000 gallons per day.

F. PROVISION OF SERVICE REQUIREMENTS. The COUNTY will delete its utility service areas within the OVERLAY AREA. Utility service in the unincorporated area of the COUNTY, including the OVERLAY AREA, will be provided according to the terms and conditions of the Highlands County Comprehensive Plan, the Code of Ordinances, Highlands County, Florida, the related Highlands County Technical Standards Manuals, and all applicable federal and state laws, rules, and regulations.

7. FIRE FLOWS AND FIRE HYDRANTS IN THE UNINCORPORATED AREA OF THE COUNTY. The TOWN'S regional utility shall abide by the COUNTY wide fire protection standards (pressure, fire flow, line size and construction, and fire hydrants) when established by the COUNTY.

A. FIRE PROTECTION. To the extent required by Countywide ordinance, no potable water lines may be constructed, extended, or utilized by the TOWN's regional utility in the unincorporated area of the COUNTY, including the OVERLAY AREA, without installing either fire hydrants, or all facilities required for the installation of the fire hydrants except the fire hydrant itself, not more than 1,000 apart, installing fire hydrants not more than 500 feet from any potable water customer, installing sufficiently sized water lines, having or installing sufficient well capacity and water storage, and providing actual fire flow protection to all its customers in the unincorporated area of the COUNTY, including the OVERLAY AREA. To the extent required by County wide ordinance, the TOWN's regional utility shall install, field test, and maintain all fire hydrants according to the then current Manual of Water Supply Practices M17 *Installation, Field Testing, and Maintenance of Fire Hydrants* published by the American Water Works Association. The COUNTY shall promptly adopt land development regulations enforced in all of Highlands County (including all municipalities) implementing these requirements.

B. NEW DEVELOPMENT. If required by the OVERLAY, the TOWN and the COUNTY shall require new development within the OVERLAY AREA and nearby unincorporated areas of the COUNTY to connect to a municipal water system and if required by other countywide ordinance to install fire hydrants (or fire hydrant connection points) and water lines up to and within the land being developed.

8. TOWN ANNEXATION.

A. ANNEXATION REQUIREMENT. Except for the Tomoka Heights and Highway Park residential developments (both described below) and customers of Placid Utilities and Highway Park Utility at the time of CLOSING, the TOWN may require annexation (if the subject property qualifies) or require a recorded irrevocable annexation consent, properly encumbering the property, as a condition precedent to providing potable water or wastewater collection and treatment service. The TOWN is not required to annex property in order to provide utility service.

B. EXCEPTION FOR TOMOKA HEIGHTS AND HIGHWAY PARK. The TOWN shall not adversely annex the Tomoka Heights and Highway Park residential developments (as below described). The Tomoka Heights or Highway Park residents may (at a time of their choosing) seek annexation into the TOWN by vote according to law. The ballot question shall include only the Tomoka Heights or Highway Park residential sections. The Tomoka Heights and Highway Park residential sections are more particularly described as follows:

TOMOKA HEIGHTS	**All in the Public Records of Highlands County, Florida**
Tomoka Heights Section 1	Plat Book 13, Page 62
Tomoka Heights Section 2	Plat Book 14, Page 26
Tomoka Heights Section 3	Plat Book 14, Page 30
Tomoka Heights Section 4	Plat Book 14, Page 52
Tomoka Heights Section 4 Replat	Plat Book 14, Page 77
Tomoka Heights Section 5	Plat Book 15, Page 16
Tomoka Heights Section 6	Plat Book 15, Page 26
Tomoka Heights Section 7	Plat Book 15, Page 44
Tomoka Heights Section 8	Plat Book 15, Page 47
Tomoka Heights Section 9	Plat Book 15, Page 113
Replat of a Portion of Tomoka Heights Sections 2, 3, 4 & 5	Plat Book 16, Page 23
Tomoka Heights Section 10	(unrecorded)

HIGHWAY PARK WATER SYSTEM AREA.

A portion of Sections 7 and 8, Township 37 South, Range 30 East, Highlands County, Florida, containing all or part of the following plats: "Highway Park" as recorded in Plat Book 3, Page 93, "First Addition to Highway Park Subdivision" as recorded in Plat Book 3, Page 125, "Second Addition Highway Park Subdivision" as recorded in Plat Book 3, Page 3 130, "Third Addition to Highway Park" as recorded in Plat Book 4, Page 8, "Fourth Addition to Highway Park" as recorded in Plat Book 4, Page 31, "South Addition to Highway Park" as recorded in Plat Book 5, Page 75, "McGahee Addition" as recorded in Plat Book 12, Page 12, "Hilton Heights" as recorded in Plat Book 13, Page 65, "Taylor Subdivision" as recorded in Plat Book 13, Page 66, "Subdivision of the SE ¼ of the NW ¼ of the SW ¼ of the NW ¼ of Section 8, Township 37 South, Range 30 East" as recorded in Official Record Book 49, Page 462, "Subdivision of the NE ¼ of the NW ¼ of the SW ¼ of the NW ¼ of Section 8, Township 37 South, Range 30 East" as recorded in Official Record Book 149, Page 420, "Harry Taylor Highway Park Tract" as recorded in Official Record Book 65, Page 586, "East Highway Park Subdivision" (unrecorded) (all of the above are per the public records of Highlands County, Florida), being more particularly described as follows: Commence at the Southwest corner of Tract "B," "Sweetwater Estates Division of Twin Lake Groves," according to the plat thereof, as recorded in Plat Book 13, Page 21 of the public records of Highlands County, Florida; thence, North 57°49'19" West, a distance of 161.47 feet to the point of beginning; thence, South 90°00'00" East, a distance of 2,035.00 feet; thence, South 00°00'00" East, a distance of 695.00 feet; thence, South 90°00'00" East, a distance of 700.00 feet; thence, South 00°00'00" East, a distance of 1,335.00 feet; thence, South 90°00'00" East, a distance of 670.00 feet; thence, South 00°00'00" East, a distance of 700.00 feet; thence, North 90°00'00" West, a distance of 675.00 feet; thence, South 00°00'00" East, a distance of 650.00 feet; thence, North 90°00'00" West, a distance of 880.44 feet; thence, North 28°41'16" West, a distance of 3,852.96 feet to the point of beginning.

Said lands lying in Highlands County, Florida, containing 136.986 acres, more or less.

9. PLACID UTILITIES CAPACITY RESERVED. The TOWN shall reserve (to the extent that capacity exists) in the Placid Utilities system sufficient capacity to serve the Tomoka Heights development through build-out (for the lands described in paragraph 8 above). Tap and hook-up fees shall be paid at the then effective rates.

10. HIGHWAY PARK UTILITIES CAPACITY RESERVED. The TOWN shall reserve (to the extent that capacity exists) in the Highway Park Utilities system sufficient capacity to serve the Highway Park development through build-out (for the lands described in paragraph 8 above). Tap and hook-up fees shall be paid at the then effective rates.

11. PLACID UTILITIES AND HIGHWAY PARK UTILITIES CAPACITY COMMITMENTS. The COUNTY represents that there are no capacity commitments for the Placid Utility and Highway Park utility systems (water or wastewater).

12. SUBSEQUENT TRANSFER. The TOWN shall not lease, sell, or otherwise transfer ownership of the Placid Utilities or Highway Park Utilities systems or the areas, customers or locations served by those utilities at the time of CLOSING without the written consent of the COUNTY.

13. RECORDS. Upon transfer of Placid Utilities and Highway Park Utilities to the TOWN, the TOWN shall receive from the COUNTY the records relating to those utilities, and the TOWN shall, thereafter, be the custodian of those records for all purposes. The Town may dispose (according to law) of such records which it deems unnecessary.

14. HIGHLANDS COUNTY CODE AMENDMENT. The COUNTY shall promptly amend the Code of Ordinances, Highlands County, Florida, to impose the following requirements upon the owners of real property within the OVERLAY AREA:

A. NEW CONSTRUCTION. A certificate of occupancy shall not be issued for new residential, commercial, or industrial construction until the owner pays the tap, hook up, and all related utility fees and actually connects to the regional utility system (water and wastewater), when such service is available within 60 feet of the property line. The division of a parcel within 24 months prior to a building permit application shall not be recognized to defeat this connection requirement and the property owner will be required to provide all easements and pay all additional costs required to make the connection that are attributable to the division of the property.

15. COOPERATIVE FUNDING. Except as otherwise herein specifically stated, the TOWN and COUNTY intend to preserve to the greatest extent possible all revenue sources, financing methods, and non-ad valorem funding methods regarding the operation, enhancement and expansion of the TOWN's regional utility.

A. NON-AD VALOREM ASSESSMENT DISTRICTS. The COUNTY shall consider the creation of a non-ad valorem assessment district within the OVERLAY AREA, for the purpose of funding expansion, replacement or enhancement of potable water utility lines, service, and capacity, and wastewater utility lines, service, and capacity.

B. UTILITY STUDY. Owners of land in the Lake Placid North Area and the Lake Placid South Area agreed, during the development review process for those areas, to contribute $100,000.00 toward the funding of a utility study in the OVERLAY AREA. The TOWN shall use its best efforts to collect those contributions. The TOWN

and the COUNTY shall cooperate in the implementation of that OVERLAY AREA utility study.

16. AMENDMENT. The TOWN and the COUNTY reserve the right to alter and amend this Interlocal Agreement by further written agreement.

17. NO THIRD PARTY BENEFICIARY. This Interlocal Agreement is strictly made by and between the TOWN and the COUNTY and is not intended to create any right in or duty to any other entity, nor to be enforceable by any other entity.

18. EFFECTIVE DATE. The effective date of this agreement shall be the day that this agreement becomes adopted by both governments.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the 20th day of March 2012.

TOWN OF LAKE PLACID, a Florida municipal corporation

Attest: _____
Arlene J. Tuck, Municipal Clerk

By: _____
John M. Holbrook, Mayor

HIGHLANDS COUNTY, a political subdivision of the State of Florida

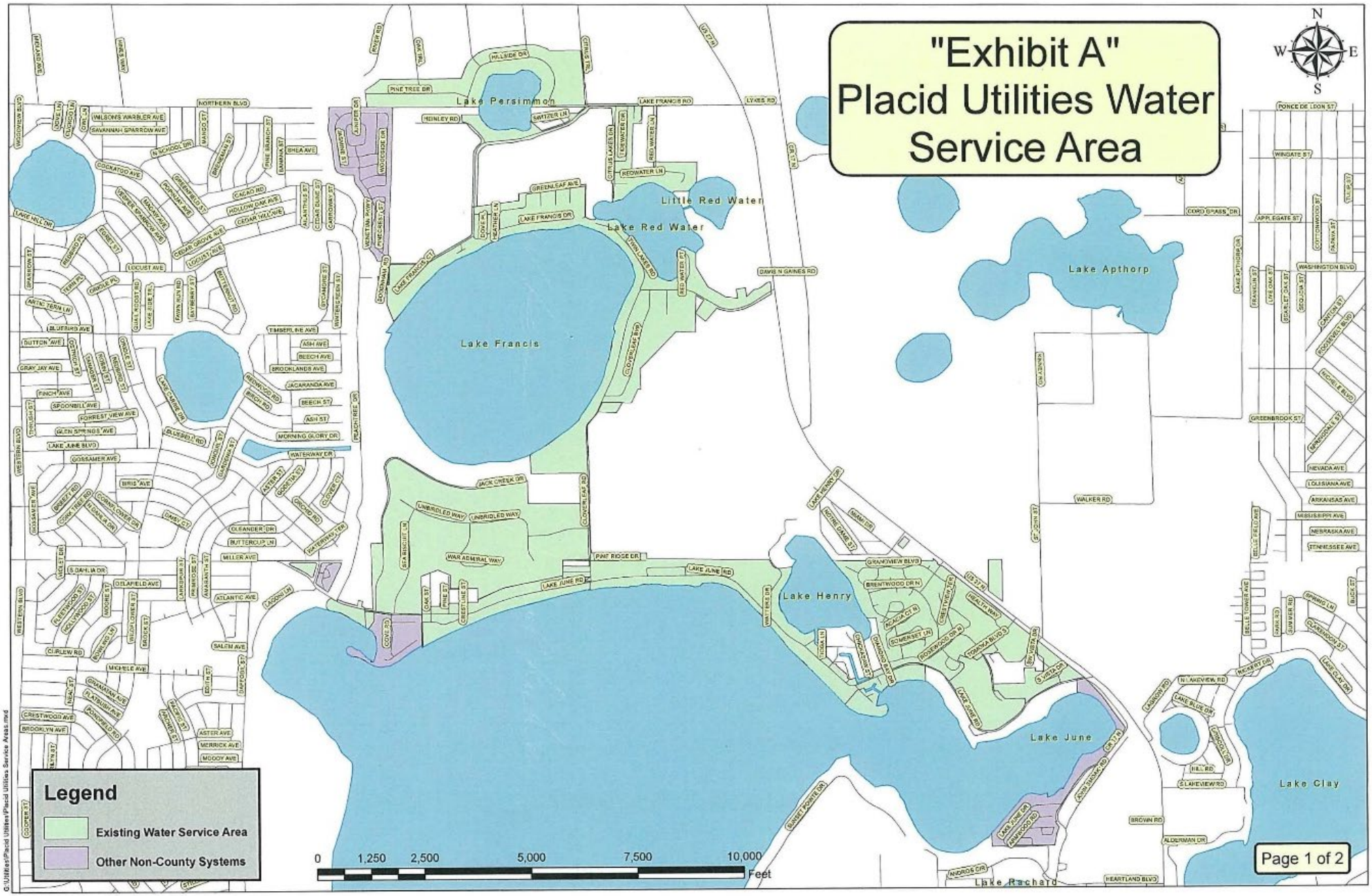
By: Its Board of County Commissioners

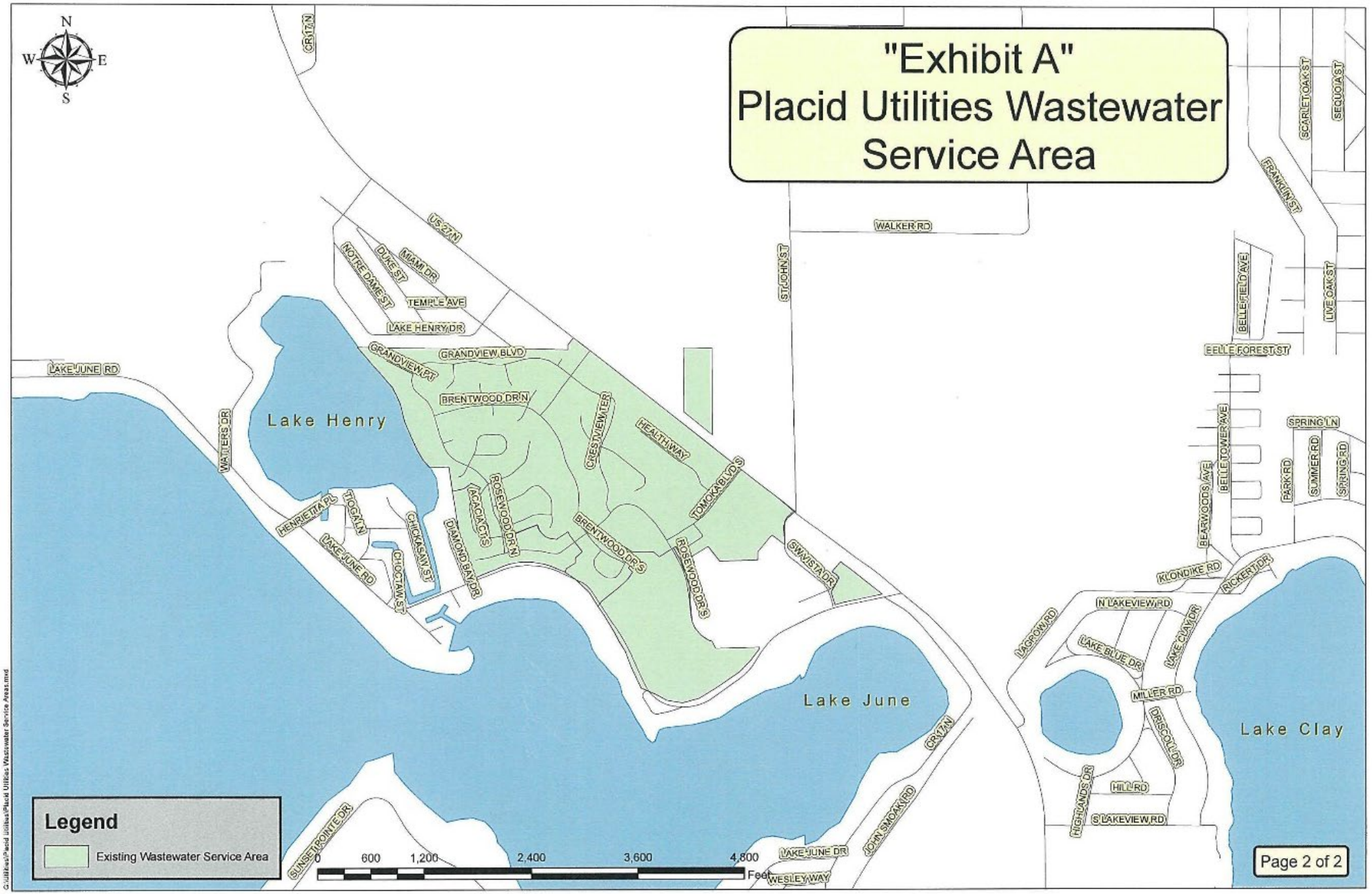
Attest: _____
Robert W. Germaine, Clerk

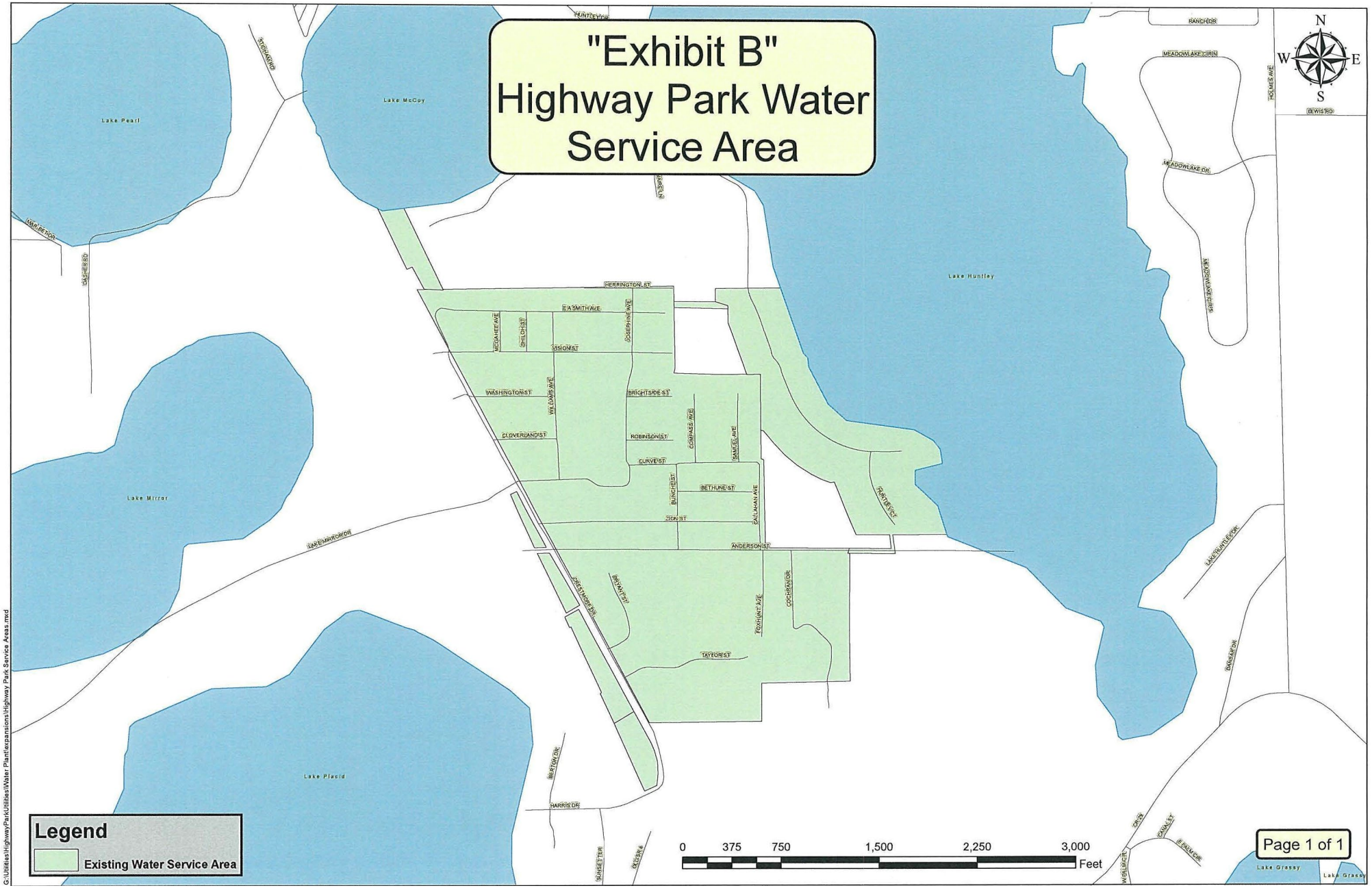
By: _____
Jack L. Richie, Chairman

Exhibit A: Placid Utilities.
Exhibit B: Highway Park Utility

BOARD OF COUNTY COMMISSIONERS SEAL


"Exhibit A"
Placid Utilities Water
Service Area
N
W
E
S
Lake Persimmon
Little Red Water
Lake Red Water
Lake Francis
Lake Apthorp
Lake Henry
Lake June
Lake Clay
Lake Richard
Legend
Existing Water Service Area
Other Non-County Systems
0
1,250
2,500
5,000
7,500
10,000
Feet
Page 1 of 2


"Exhibit A"
Placid Utilities Wastewater
Service Area
N
W
E
S
Lake Henry
Lake June
Lake Clay
CR 17 N
US 27 N
NOTRE DAME ST
DUKE ST
MIAMI DR
TEMPLE AVE
LAKE HENRY DR
GRANDVIEW PT
GRANDVIEW BLVD
BRENTWOOD DR N
LAKE JUNE RD
WATTERS DR
HENRIETTA PL
TIOGA LN
CHICKASAW ST
CHOCTAW ST
ACACIA CT S
ROSEWOOD DR N
DIAMOND BAY DR
CRESTVIEW TER
HEALTH WAY
TOMOKA BLVD S
BRENTWOOD DR S
ROSEWOOD DR S
SW VISTA DR
WALKER RD
ST JOHN ST
FRANKLIN ST
SCARLET OAK ST
SEQUOIA ST
BELLEFIELD AVE
LIVE OAK ST
EELLE FOREST ST
BELLE TOWER AVE
BEARWOODS AVE
SPRING LN
SUMMER RD
PARK RD
SPRING RD
KLONDIKE RD
RICKERT DR
N LAKEVIEW RD
LAGROW RD
LAKE BLUE DR
LAKE CLAY DR
MILLER RD
DRISCOLL DR
HILL RD
HIGHLANDS DR
S LAKEVIEW RD
SUNSET POINTE DR
LAKE JUNE DR
WESLEY WAY
JOHN SMOAK RD
Legend
Existing Wastewater Service Area
0 600 1,200 2,400 3,600 4,800
Feet
Page 2 of 2

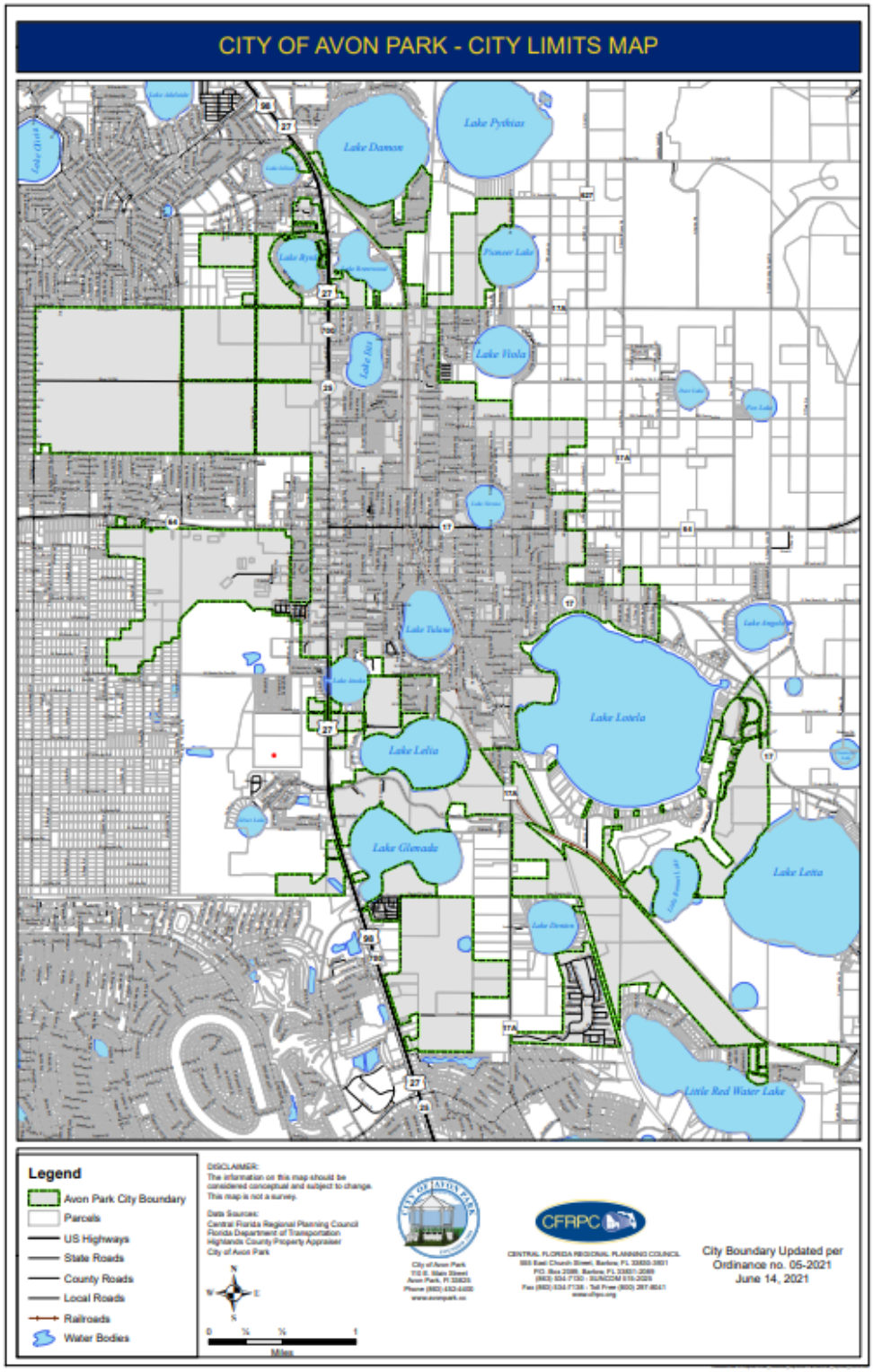

"Exhibit B"
Highway Park Water
Service Area
Lake Pearl
Lake McCoy
Lake Huntley
Lake Mirror
Lake Placid
Lake Grassy
HERRINGTON ST
E A SMITH AVE
VISION ST
WASHINGTON ST
BRIGHTSIDE ST
CLOVERLAND ST
ROBINSON ST
CURVE ST
BETHUNE ST
ZION ST
ANDERSON ST
TAYLOR ST
LAKE MIRROR DR
LAKE HUNTLEY DR
HARRIS DR
MEADOWLAKE DR
RANCH DR
HOLMES AVE
DASHER RD
Legend
Existing Water Service Area
0 375 750 1,500 2,250 3,000
Feet
N
S
E
W
Page 1 of 1
G:\Utilities\Highway\Park\Utilities\Water Plant\expansions\Highway Park Service Areas.mxd

APPENDIX B

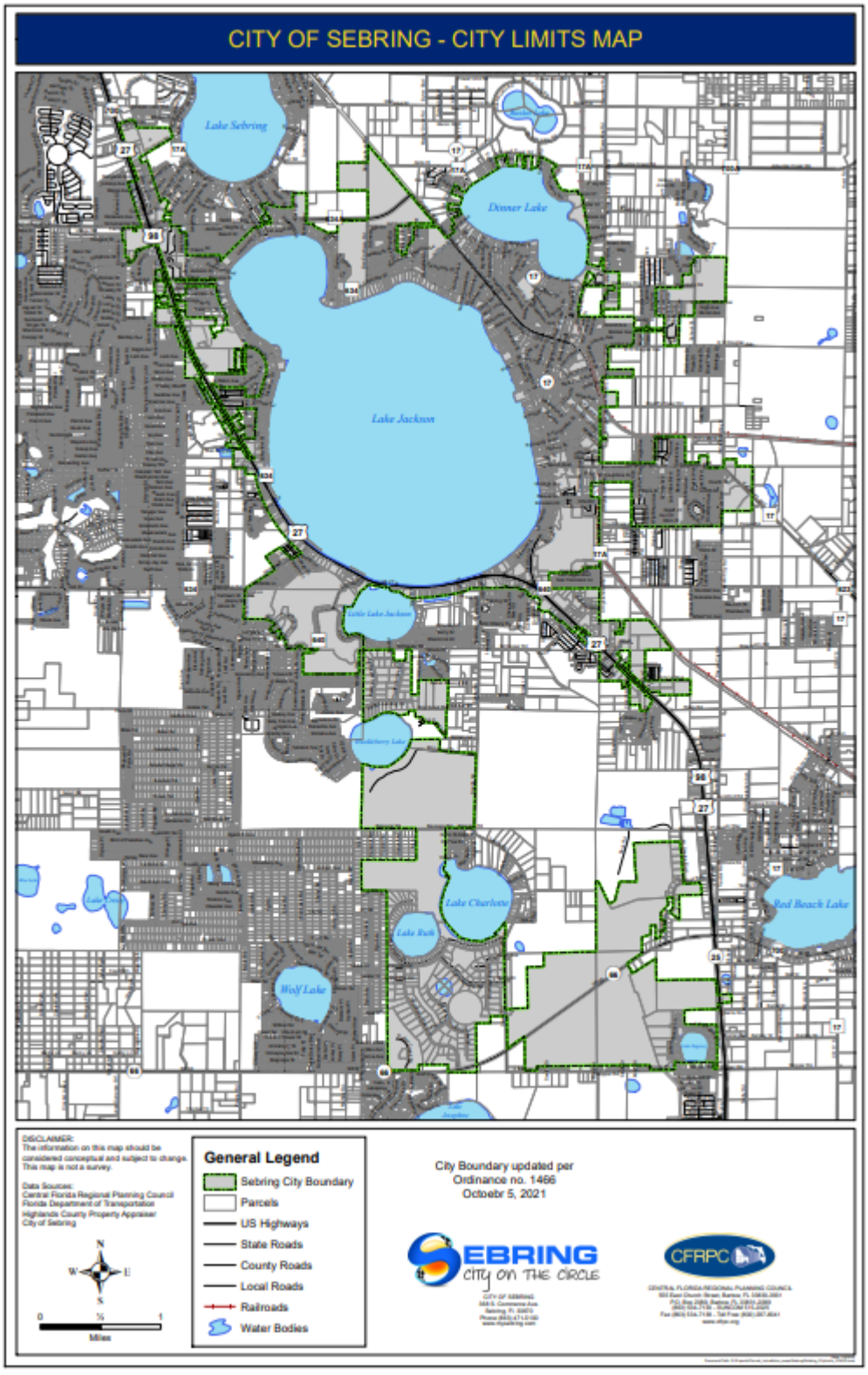
POTABLE WATER SYSTEMS SERVICE AREAS FOR

City of Avon Park
City of Sebring
Town of Lake Placid
Placid Lakes
Spring Lake Improvement District
Sun 'N Lake of Sebring Improvement District

MAP B-1

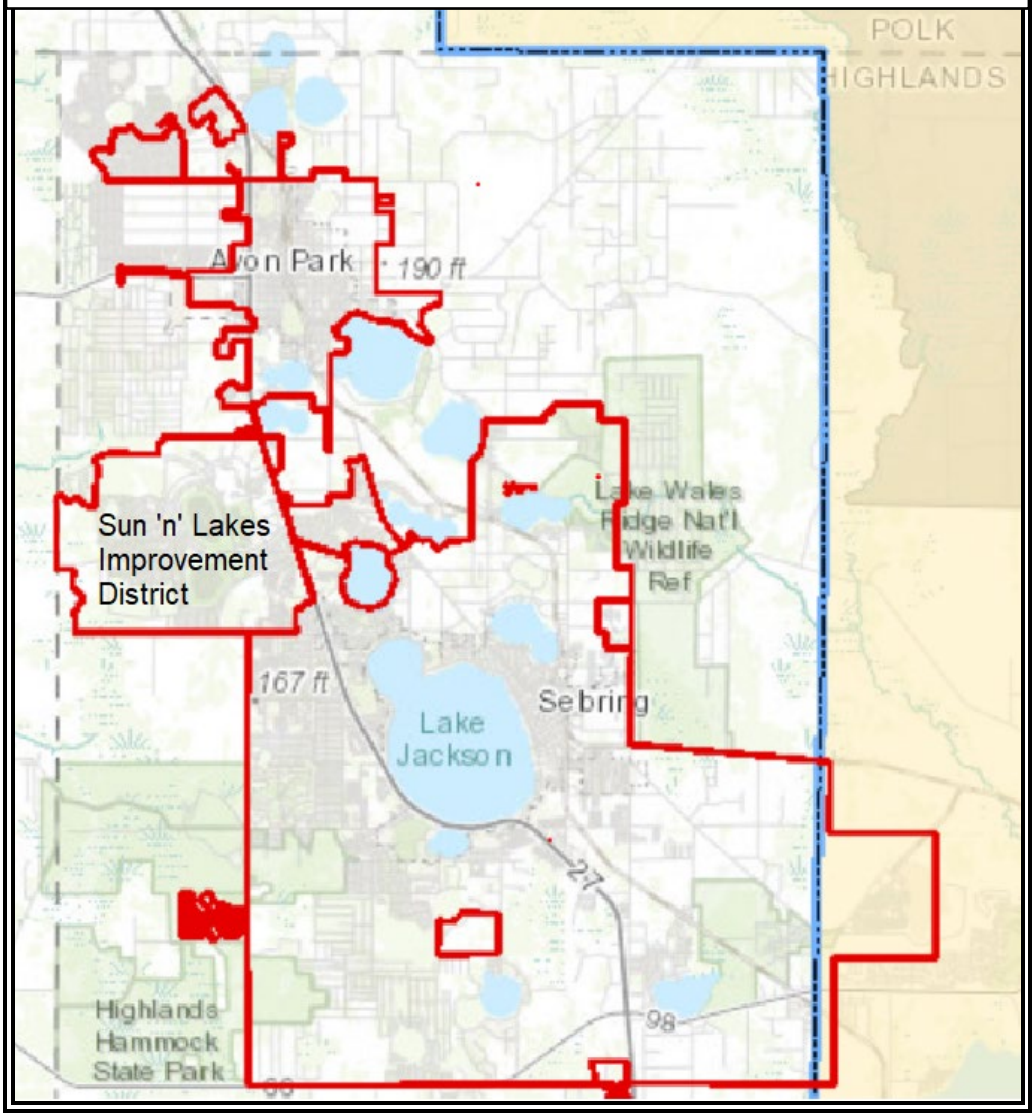

CITY OF AVON PARK - CITY LIMITS MAP
Lake Damon
Lake Pythias
Pioneer Lake
Lake Viola
Lake Tulsa
Lake Lotela
Lake Lelia
Lake Glenada
Lake Letta
Little Red Water Lake
Legend
Avon Park City Boundary
Parcels
US Highways
State Roads
County Roads
Local Roads
Railroads
Water Bodies
DISCLAIMER:
The information on this map should be considered conceptual and subject to change. This map is not a survey.
Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
City of Avon Park
CFRPC
City Boundary Updated per Ordinance no. 05-2021 June 14, 2021

MAP B-2


CITY OF SEBRING - CITY LIMITS MAP
Lake Sebring
Dinner Lake
Lake Jackson
Little Lake Jackson
Blueberry Lake
Lake Charlotte
Lake Ruth
Red Beach Lake
Wolf Lake
DISCLAIMER:
The information on this map should be considered conceptual and subject to change. This map is not a survey.
Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
City of Sebring
N
W
E
S
0
½
1
Miles
General Legend
Sebring City Boundary
Parcels
US Highways
State Roads
County Roads
Local Roads
Railroads
Water Bodies
City Boundary updated per
Ordinance no. 1466
Octoebr 5, 2021
SEBRING
CITY ON THE CIRCLE
CFRPC

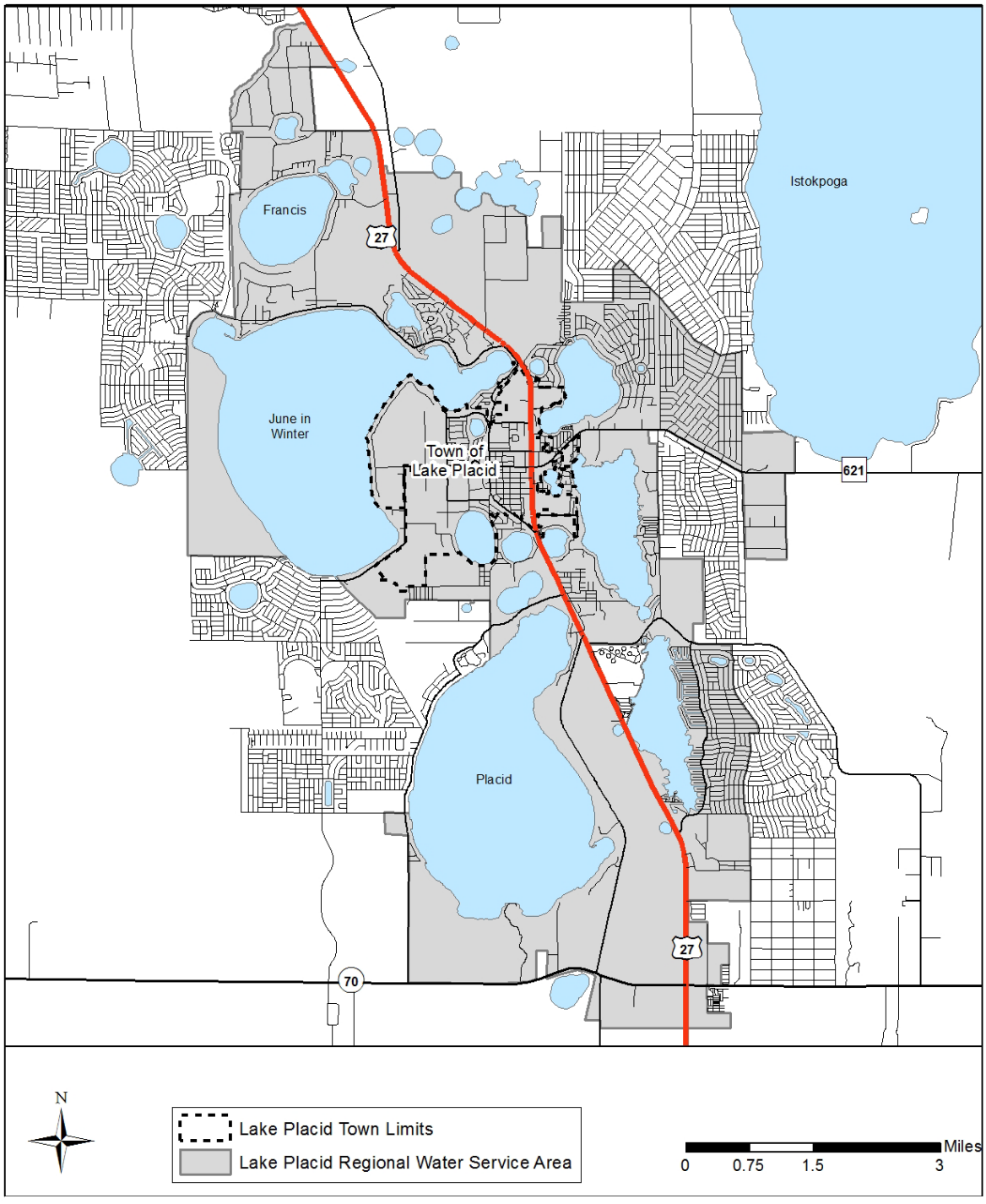
MAP B-3

Public Water Supply Service Areas
City of Avon Park
City of Sebring
Sun ‘n’ Lakes Improvement District



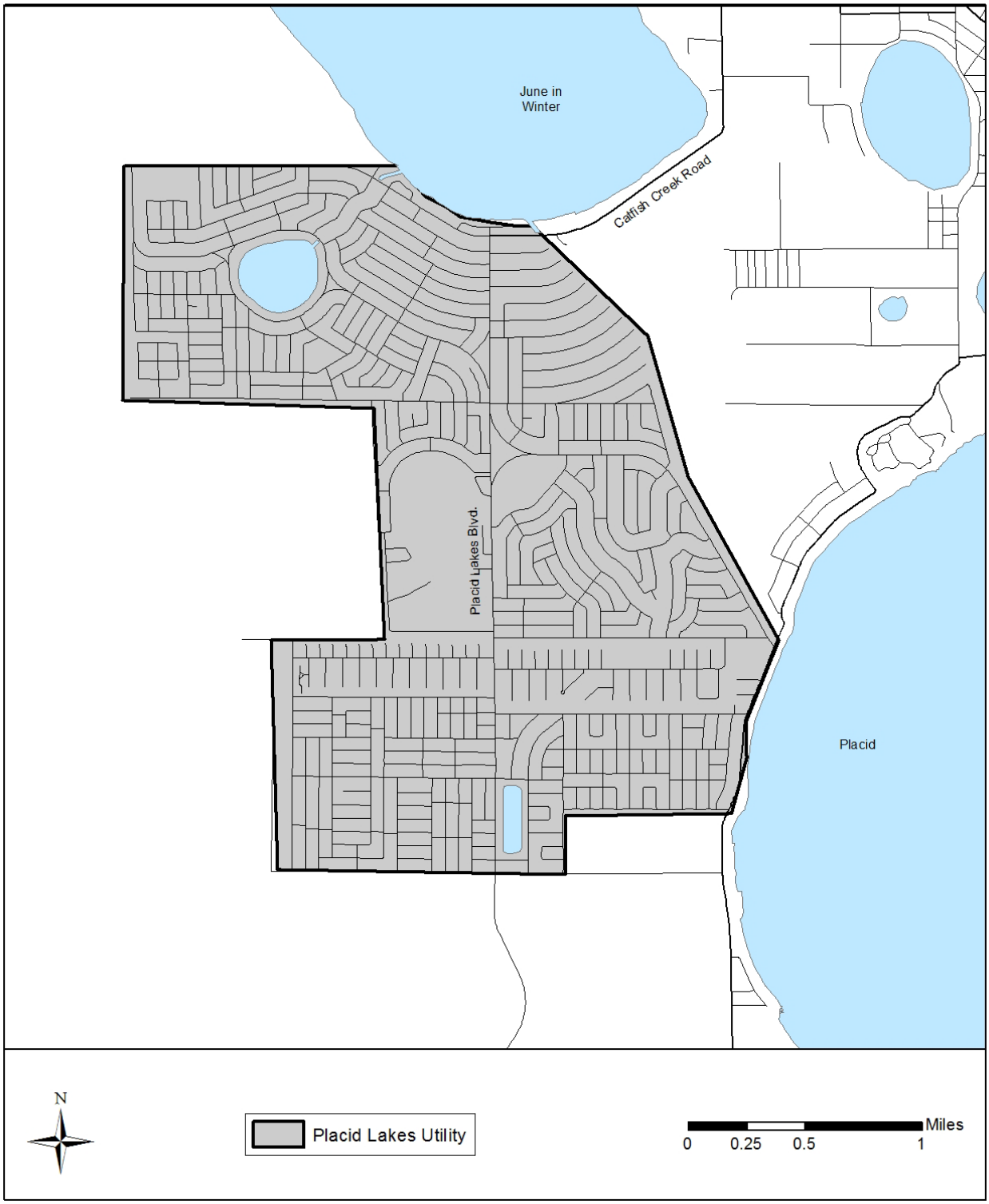
Source: Southwest Florida Water Management District, Public Water Supply Areas, 2021.

MAP B-4
Lake Placid Regional Utility - Potable Water System

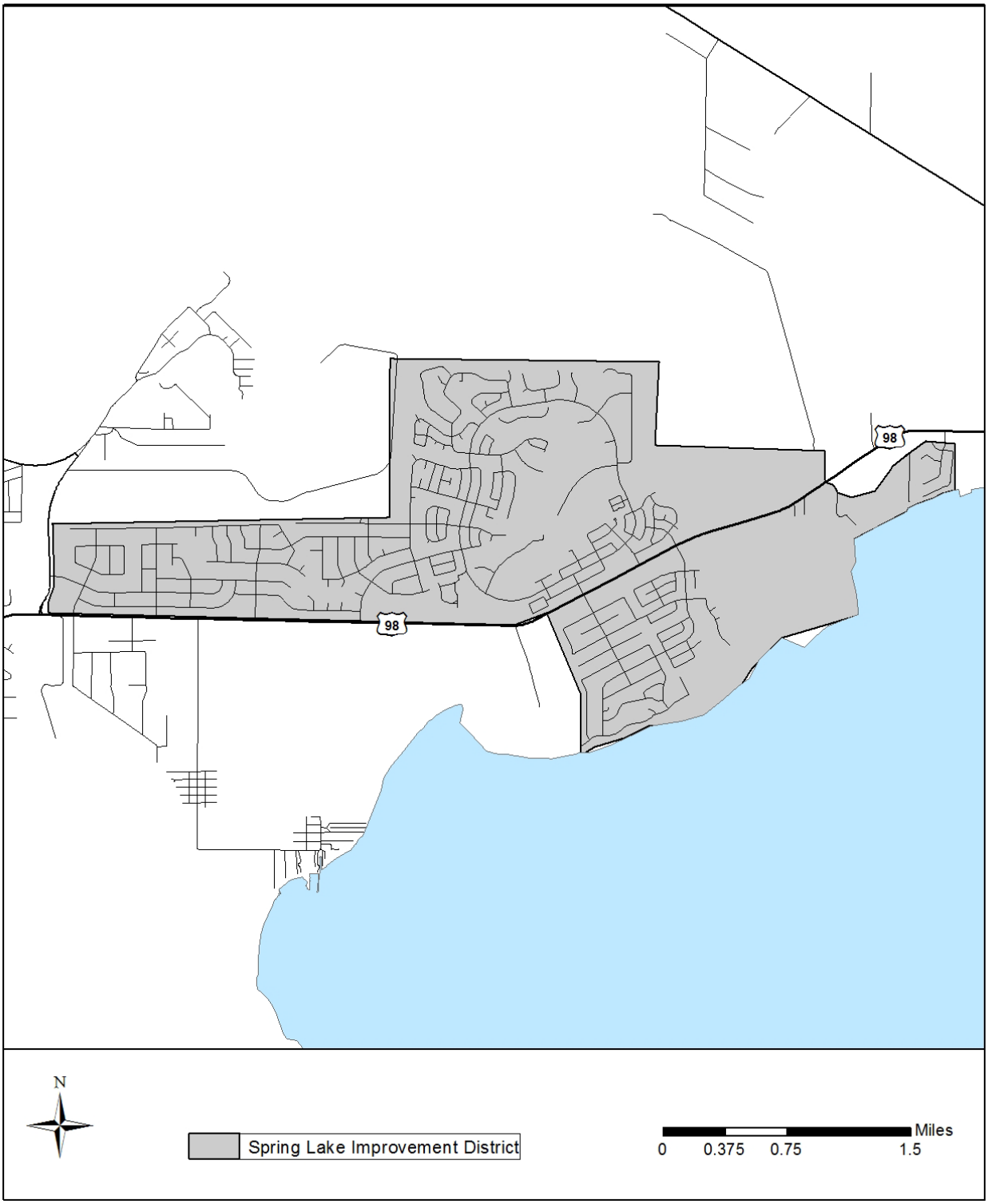


Source: Southwest Florida Water Management District, Public Water Supply Areas. 2021.

MAP B-5
Placid Lakes Utility - Potable Water System



MAP B-6
Spring Lake Improvement District - Water Supply Area



APPENDIX C

LETTERS OF CONFIRMATION ON

ADEQUATE SOURCES OF WATER AND FACILITIES FOR COMMUNITY TYPE SYSTEMS

Placid Lakes Utilities, Inc.

A DIVISION OF LAKE PLACID HOLDING CO.

410 Washington Blvd. NW
Lake Placid, Florida 33852

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

February 4, 2022

Merle H. Bishop, FAICP
Pennoni

Placid Lakes Utilities, Inc. has sufficient sources and the necessary infrastructure to serve 2,500 service connections. Currently, we have 2,144 service connections. Growth for the last six years averaged 33 new services. At that average rate, the utility has sufficient resources for the next 11 years.

Thank You

Nathan Brewer
Placid Lakes Utilities, Inc
410 Washington Blvd NW
Lake Placid, FL 33852
863-441-1090

SpringLake IMPROVEMENT DISTRICT
115 Spring Lake Boulevard • Sebring, Florida 33876-6143
Phone (863) 655-1715 • Fax (863) 655-4430
www.springlakefl.com

Pennoni Associates
Merle H Bishop, FAICP
401 Third Street SW
Winter Haven, Fl. 33880

December 3, 2021

Re: Highlands County Board of County Commissioners 10-Year Water Supply Plan

SPRING LAKE IMPROVEMENT DISTRICT (SLID) Water Supply Facilities Work Plan

The Spring Lake Improvement District (PWS: 5280266) water treatment facility design capacity is currently permitted at 999,999 gallons per day by the Department of Environmental Protection.

The South Florida Water Management District Permit (28-00122-W) states that maximum monthly allocation is not to exceed 14.39 MG and that the annual allocation shall not exceed 151.57 MG of ground water from the Floridan Aquifer system.

The district is in the process of building a new water treatment plant (WTP #2) on the northwest corner of the community to provide redundant/back-up water supply to the community.

SLID conducts annual water audits with the assistance of the Florida Rural Water Association. The total water withdrawn was 77,646,000 gallons as identified in the 2020-21 annual water audit.

Currently SLID has 1,618 connections serving an estimated 3,721 population. The projected growth is 1190 additional connections in the next 10 years. Therefore, 1190 connections X 2.3 people/unit = 2737 additional population. Projected 2737 population @ documented (56.05 Gallon per Day) Uniform Residential Per Capita usage equates to 153,409 gallons per day. Total projected 10-year additional water usage of 55,994,285 gallons per year.

Current usage	77,646,000 annual gallons
Projected usage	+ 55,994,285 annual gallons
Total 10-year projected demand	133,640,285
SFWMD Permit allocation	151,570,000

The Spring Lake Improvement District confirms that it has sufficient resources available to serve the district water system.

Sincerely,

Clay R. Shrum

Clay R. Shrum, Directior of Operations
Spring Lake Improvement District
115 Spring Lake Blvd.
Sebring, Florida
863-655-1715
863-443-1617 cell

Polston Engineering Inc.
CIVIL ENGINEERING CONSULTANTS

LAND PLANNING
SITE DESIGN
SOIL SCIENCE
ROAD DESIGN
WATER SYSTEM DESIGN
WASTE WATER DESIGN

P.O. BOX 588, SEBRING, FLORIDA 33871-0588 * (863) 385-5564 * FAX (863) 385-2462

February 23, 2022

Melony Culpepper
Highlands County Planning and Zoning Manager
501 S. Commerce Avenue
Sebring, FL 33870

Re: Update of Sun'n Lake of Sebring Improvement District
Potable Water Supply Capacities

Dear Melony,

In the capacity as the District Engineer for the Sun'n Lake of Sebring Improvement District, I am responding to your request via Merle Bishop of Pennoni Associates Inc. on November 4, 2021, requesting and update to information regarding the capacity of the Sun'n Lake of Sebring water treatment facilities. The original letter included information confirming that the Sun'n Lake of Sebring Improvement District potable water system has adequate sources and infrastructure to serve the projected demand for the subdivision. This letter will update data and provide analysis on the current potable water system.

The permitted capacity of the water treatment plant is 1.5 million gallons per day (mgd). The highest month flow since 2000 remains at 0.833 mgd (2016) and the average monthly flow over the period from 2000 to 2021 has been 0.634 mgd. The maximum daily flow for any one day since 2000 has been 1.314 mgd (2015) and the average of the maximum daily flows for each month over the period from 2000 to 2021 has been 0.852 mgd. I have included a historic/projected flow graph which shows that based on a linear projection of the historic information, the maximum day would reach the 1.5 mgd capacity of the plant in about 2039. This outlook has been extended since the last review in 2016. A linear projection of the maximum monthly average daily flows for any one year does not reach the 1.5 mgd capacity for many more years out. These estimates may change depending on the rates of growth within the district.

The existing wells at the plant have a capacity of approximately 2,600 gallons per minute which calculates to 1.872 mgd with the pumps running 12 hours per day. Of course more pump time would easily raise the capacity to 2.5 or 3.0 mgd. The Improvement District also has a well presently being used for golf course irrigation, which was constructed to public supply well specifications and would add 2,000 gallons per minute of capacity to the well supply system. This well or an additional well may be constructed to meet additional capacity demands.

The finished water pumping capacity is rated at 4,400 gallons per minute, which is well above 3.0 mgd in a 12 hour day. There is presently 500,000 gallons of finished water storage capacity which is sufficient for 2.0 mgd based on the 25% requirement by DEP. We designed and permitted a new 500,000 gallon ground water storage tank several years ago when everyone was anticipating growth would come back soon, but of course the jump in growth was delayed. Over the past two years, growth has increased to the point where planning for plant expansion in the near future may be required again. The new tank permit is now expired but the tank is designed and could easily be permitted again. Construction of that tank would bring the potential capacity of the plant up to 4.0 mgd based on the 25% storage to capacity standard. The chlorine and sequestrate facilities are sufficient for well above the present capacity, but could also be easily expanded if required.

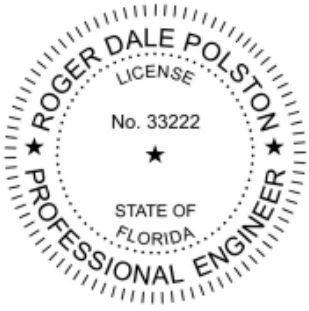
Over the past 5 years, the plant has had several improvements to the electric service, the control system, and the SCADA system. The district also has implemented a service contract to keep up with the maintenance and inspections of the existing water storage tanks. The valves and check valves within the plant were also completely replaced in 2021. These improvements have increased system reliability, redundancy, and helped with advanced notifications of potential issues within the plant.

It is my professional opinion that the Sun'n Lake of Sebring Improvement District's potable water system remains in good standing and is adequate for several years into the future. I believe the information also demonstrates that the water system could also easily be re-rated and/or expanded to provide additional capacity within a short period of time.

I hope this provides the information you needed. If you have any questions or need any additional information, please let me know.

Sincerely,

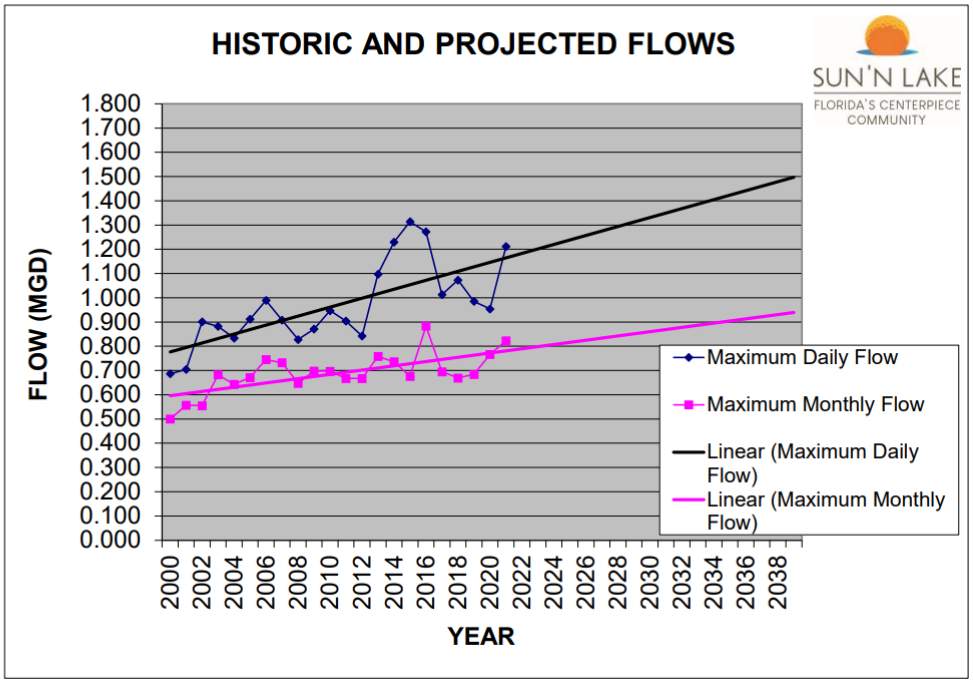
Roger Dale Polston, FL PE #33222
Polston Engineering, Inc. BPE CA #5684



This item has been electronically signed and sealed by Roger Dale Polston FL PE 33222 on the date adjacent to the seal using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.
2022.02.23 11:35:09 -05'00'

YEAR	MAXIMUM DAILY FLOW	MAXIMUM MONTHLY FLOW
1993		
1994		
1995		
1996		
1997		
1998		
1999		
2000	0.687	0.500
2001	0.704	0.557
2002	0.901	0.555
2003	0.882	0.683
2004	0.834	0.643
2005	0.912	0.671
2006	0.989	0.745
2007	0.908	0.732
2008	0.828	0.647
2009	0.871	0.698
2010	0.947	0.697
2011	0.904	0.667
2012	0.842	0.667
2013	1.098	0.758
2014	1.230	0.736
2015	1.314	0.676
2016	1.272	0.883
2017	1.013	0.695
2018	1.073	0.669
2019	0.985	0.684
2020	0.954	0.766
2021	1.212	0.823
2022		
2023		
2024		
2025		
2026		
2027		

PLANT CAPACITY IS 1.5 MGD



APPENDIX D

HIGHLANDS COUNTY

CAPITAL IMPROVEMENTS ELEMENT
SCHEDULE OF CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS ELEMENT

Table of Contents

OBJECTIVE 1:CAPITAL FINANCIAL STRATEGY (CFS) AND CAPITAL IMPROVEMENTS ELEMENT (CIE) FOR FACILITIES PLANNING D-1
OBJECTIVE 2: OFFSETS FOR DEVELOPMENT IMPACTS D-2
OBJECTIVE 3: CAPITAL IMPROVEMENTS TO SUPPORT GROWTH D-3
OBJECTIVE 4: GROWTH TIED TO FISCAL RESOURCES AND CONCURRENCY D-4
OBJECTIVE 5: CAPITAL IMPROVEMENTS PLANNING FOR PUBLIC SCHOOLS D-10
OBJECTIVE 6: FUNDING SOURCES AND FACILITIES PROVISION D-11
APPENDIX A: IMPLEMENTATION PROCEDURES D-13
APPENDIX B: SCHEDULE OF CAPITAL IMPROVEMENTS D-25

GOAL: THE COUNTY SHALL PROVIDE ADEQUATE SERVICES AND FACILITIES IN A TIMELY AND EFFICIENT MANNER, WITHIN THE 2020 TO 2040 PLANNING PERIOD.

OBJECTIVE 1: CAPITAL FINANCIAL STRATEGY (CFS) AND CAPITAL IMPROVEMENTS ELEMENT (CIE) FOR FACILITIES PLANNING

The County shall utilize its Capital Improvements Element (CIE) and 10-Year Capital Financial Strategy (CFS) to provide needed facilities, including those related to growth, to correct existing deficiencies, and to provide for timely replacement.

Policy 1.1: Capital Improvements Budget

The County shall continue to adopt a capital budget as part of the annual budgeting process. The CIE and 5-Year Capital Improvements Schedule shall be reviewed on an annual basis and modified as necessary, consistent with s. 163.3177(3)(b). F.S. The 10-Year CFS shall be included as a reference and be located in the Technical Support Document of the adopted Comprehensive Plan.

Policy 1.2: Capital Equipment

Every County department shall continue to maintain a list and schedule of capital equipment and facilities showing each expected life and replacement date. The schedule is to be updated yearly and used to

identify equipment and facilities whose replacement date has been reached providing input to the CFS.

Policy 1.3: 10-Year Capital Improvements Planning

Where financially feasible, the County shall include in the CFS all capital improvements identified in the Comprehensive Plan as needed within the 10-year time frame of the CFS.

Policy 1.4: Reserved

Policy 1.5: Target Areas for Capital Projects

The County shall prioritize the CFS and CIE projects to provide new public services and facilities to existing developed areas with diminished or deficient infrastructure.

OBJECTIVE 2: OFFSETS FOR DEVELOPMENT IMPACTS

The County shall continue to examine methods to assure new development bears its proportional share of the cost of improvements necessary to offset the impacts it generates.

Policy 2.1: Impact Fee/Activity Fee for Parks

The County shall continue to examine impact fees or a fee system which may include activity or user fees to generate appropriate revenue to maintain desired levels of service.

Policy 2.2: New Development - To Pay Fair Share

The County, through its Land Development Regulations, shall not exact from new development more than its proportional share of the cost of improvements necessary to offset the impacts it generates.

In the event that two or more projects are under development review during the same review period for Comprehensive Plan Amendments, zoning changes or site plan approval, and the projects impact some or all of the same roadway links or intersections, a single traffic analysis shall take into account the impacts from all development under review.

The cost of the analysis shall be shared by the applicants, and the costs of any off-site transportation improvements shall be shared based on the proportion of the impacts generated by each development.

Policy 2.3: Growth Based on Availability of Infrastructure and Services

A public facility or service shall be determined as available for potable water, wastewater, solid waste, and drainage if it meets any of the conditions "A through D" below.

Park and Recreation services or facilities and roads shall be determined as available if any of the below conditions "A through E" are met.

A. The facility or service is in place to serve a proposed development when the County's development order, permit, or development agreement is approved.

B. The County's development order, permit, or development agreement is approved subject to the condition that the facility or service will be in place when the impacts of the proposed development occurs.

C. The facility or service is under construction or is financially committed within the first three years of the CFS when the County's development order, permit, or development agreement is approved.

D. The facility or service is the subject of a binding executed construction contract which provides for the commencement of the actual construction of the required facility or the provision of the required service within one year of issuance of the County's development order permit; and if for roads, within 3 years.

E. The facility or service is guaranteed by an enforceable Development Agreement which requires commencement of the actual construction of the facility or the provision of the service within one year of issuance of the County's development order or permit, and if for roads; within 3 years.

OBJECTIVE 3: CAPITAL IMPROVEMENTS TO SUPPORT GROWTH

The County shall manage its finances to ensure the provision of capital improvements for previously issued development orders, and future development and redevelopment.

Policy 3.1: Special Benefits District Option

The County shall continue to use the special districts to provide local improvements where possible.

Policy 3.2: Pursue Grant Revenue Option

The County shall attempt to maximize use of grants and other forms of assistance.

Policy 3.3: Pursue Other Revenue Options

The County shall actively seek out and develop supplemental, continuing revenue sources, such as enterprise funds.

Policy 3.4: Debt Management

The County shall continue to manage its debt to conform to the requirements of the Florida Constitution and State Statutes, including F.S. 200.181.

Policy 3.5: Transportation Review

Highlands County shall monitor the capacity consumed by existing and new developments and the capacity added by the roadway improvements on a network-wide basis.

It is the intent of the County to require improvements from new development that will ensure capacity consumed does not exceed capacity added on a facility and county-wide basis, and that new growth pays a proportionate share of the costs of new capacity added to the transportation network.

If capacity consumed exceeds the capacity added, the County shall develop revenue policies and additional revenue sources necessary to ensure that available capacity is not exceeded by capacity consumed.

Policy 3.6: The CIE has been amended to include the following policy by which Highlands County adopts by reference the Florida Department of Transportation Five-Year Work Program, into the County's CFS.

OBJECTIVE 4: GROWTH TIED TO FISCAL RESOURCES AND CONCURRENCY

Development orders and permit issuance shall be based upon the availability of facilities, the Land Development Regulations,

and the financial ability of the county to provide improvements as expressed in the CFS.

Policy 4.1: Concurrency Clearance

The County shall continue to use a "Concurrency Management System" (CMS) to ensure that facilities and service needed to support development are available concurrent with the impacts of such development.

Policy 4.2: Levels of Service Defined

The County shall utilize the following Level of Service standards (LOS) in assessing the ability of the County's infrastructure to support development:

Level of Service Categories as follows:

TRANSPORTATION

Functional Classification

Principal or Major Arterial	D
Minor Arterial	D
Major Collector	D
Minor Collector	D

DRAINAGE

Utilize the appropriate water management district's drainage procedures and methods to ensure that post-development run-off will not exceed pre-development run-off, for a minimum, a 25-year/24-hour storm event.

Best Management Practices shall be utilized to meet or exceed state water quality standards and the following minimum level of service standards.

SWFWMD LOS:	25-year/24-hour storm event (peak discharge; 25-year/24-hour)
SFWMD LOS:	25-year/24-hour storm event (peak discharge; 25-year/36-hour)

New Development: Refer to Infrastructure Policy 12.3

Existing Development: 10-year/24-hour storm event

WATER SUPPLY

Potable water supply capacity to provide the following:

R/V Park	75 gpcd
Mobile Home Park	100 gpcd
Single-Family Subdivision or Multi-Family Development	120 gpcd

A storage capacity, in combination with standby pumping capacity, of at least 50% of the maximum daily system demand. Minimum water pressure for fire flows will be 20 lbs. per square inch with minimum flow capacity as follows:

Residential:	500 gallons per minute
Commercial:	750 gallons per minute
Industrial:	1,000 gallons per minute

On the calculated fire flow rate based on a higher psi.

PARKS/RECREATION

Adequate recreation facilities to maintain a County-wide standard of

10 acres/1,000 population.

SOLID WASTE

County landfill capacity to collect and dispose of at least 5.21 pounds per person/day of solid waste inclusive of all land use categories.

WASTEWATER

Adequate wastewater capacity to treat the following:

R/V Park	75 gpcd
Mobile Home Park	100 gpcd
Single-Family or Multi-Family Development	120 gpcd

Policy 4.3: Focus Public Facilities and Services on Existing Needs:

Upon adoption, the focus of CFS funding will be to provide facilities and services to concentrated centers of population within the County based on existing needs and projected demand.

Policy 4.4: LOS Standards are Mandatory

The County shall continue to implement Land Development Regulations that require the denial of development permits which cause a reduction in LOS for public facilities and services below the LOS standards adopted within the Comprehensive Plan.

Policy 4.5: Impact Mitigation Options

All of the cost for provision and expansion of facilities and services should be the responsibility of those benefitting. Dedications, construction of improvements, impact fees, or other funding alternatives may be required.

Policy 4.6: Serve Developing Areas First

The County shall continue to act to discourage urban growth where existing or scheduled infrastructure, facilities, and services are inadequate to accommodate such growth.

The County shall implement this intent by adoption and amendment of a Future Land Use Map wherein the land use pattern corresponds to the availability and potential extension of infrastructure, facilities, and services.

In addition, the County shall establish, through the Land Development Regulations, criteria for the establishment of services and facilities in the Sustainable Community Overlays, specific neighborhoods and existing "rural village".

In order to further discourage public services and facilities in outlying or inaccessible areas, the CFS and CIE shall include priority criteria.

Policy 4.7: Development Order Finding

The provision and extension of public services and infrastructure shall be based primarily upon the CIE, and development orders and permits specifically conditioned on the availability of facilities and services necessary to serve the proposed development.

Policy 4.8: Capital Plans to Address Resource Impacts

The County shall ensure that community services and facilities are planned and designed to minimize cost, maximize efficiency, and avoid significant impacts on the natural environment by requiring conformance with natural resource protection criteria adopted into the Land Development Regulations.

Policy 4.9: Fiscal Impact Studies

A. All governmental decisions requiring the new expenditure of 2.5% of annual general revenue for any given undertaking of the County or public action which may have a significant bearing on the fiscal resources of the County or the business community shall be studied for their fiscal impacts, unless waived by the Board of County Commissioners (BOCC).

B. If the BOCC requests a Fiscal Impact Study for an existing or proposed regulation, and if from such Study it can be determined that significant negative impacts to the economy of the County will result, the BOCC shall schedule a public workshop to consider testimony from affected and interested parties about the economic or fiscal impact of the regulation. Prior to taking action at a public hearing, the BOCC shall make a finding in the public record that consideration was given to such testimony and served as a basis for the pending action.

Policy 4.10: Development Agreements:

It is the intent of Highlands County to secure a strong commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources and reduce the economic cost of development. The County may secure assurance of responsibility for provision of public services and facilities through an executed development agreement.

A. A development agreement shall, at a minimum, include the following:

1. A legal description of the land subject to the agreement, and the names of its legal and equitable owners;

2. The duration of the agreement;

3. The development uses permitted on the land, including population densities, and building intensities and height.

4. A description of the public facilities that will service the development, including who shall provide such facilities, if needed, when the facilities will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development;

5. A description of any reservation or dedication of land for public purposes;

6. A description of all local development permits approved for the development of the land;

7. A finding that the development permitted or proposed is consistent with the local government's Comprehensive Plan and Land Development Regulations;

8. A description of any conditions, terms, restrictions or other requirements determined to be necessary by the local government for the health, safety or welfare of its citizens; and

9. A statement indicating that the failure of the agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restriction.

B. A development agreement may stipulate the entire development, or any phase thereof be commenced or completed within a specified period of time.

C. The duration of the development agreement shall not exceed 10 years. It may be extended by mutual consent of the County and the developer, subject to a public hearing.

D. In accordance with Section 163.3235, Florida Statutes the County shall review land subject to a development agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the development agreement.

E. A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.

F. Within 14 days after the County enters into a development agreement, the County shall require recording of the agreement with the Highlands County Clerk. A copy of the recorded development agreement shall be submitted to the state land planning agency within 14 days after the agreement is recorded. A development agreement shall not be effective until it is properly recorded in the public records of Highlands County and until 30 days after having been received by the state land planning agency pursuant to this section. The burdens of the development agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

G. If state or federal laws are enacted after the execution of a development agreement which are applicable to and preclude the parties' compliance with the terms of a development agreement, such agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

H. Any party, any aggrieved or adversely affected person as defined in §163.3215(2), F.S., or the state land planning agency may file an action for injunctive relief in Highlands County Circuit Court to enforce the terms of a development agreement or to challenge compliance of the agreement with the provisions of §163.3220 - §163.3243, F.S.

OBJECTIVE 5: CAPITAL IMPROVEMENTS PLANNING FOR PUBLIC SCHOOLS

Ensure that existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools.

Policy 5.1: School District of Highlands County Financially Feasible Five-Year Capital Improvements Schedule

The CIE has been amended to include the following policy by which Highlands County adopts by reference the School District's Capital Improvements Schedule as included in its Five-Year District Facilities Work Program, into the County's CIE.

The School District Five Year District Facilities Work Program includes school capacity sufficient to meet anticipated student demands projected by the County, in consultation with the School Board's projections of student enrollment based on the adopted LOS standards for public schools.

Policy 5.2: Adopted Level of Service Standard for Highlands County Public Schools

The LOS of school enrollment is defined as a percentage of school student capacity based upon the Florida Inventory of School Houses (FISH).

The LOS standard is the maximum level of school utilization that will be permitted in the Highlands County School District.

The LOS shall be established for all school types within the Highlands County School District as: 100% of permanent FISH capacity**.**

Policy 5.3: Annual Updates to the Capital Financial Strategy for Public School Facilities

The County, shall annually update its tracking of public school facilities capital improvements in coordination with the School Board and municipalities by using the adopted School District Five-Year District Facilities Work Program including the School District of Highlands County Capital Improvements Schedule to ensure maintenance of a financially feasible capital improvements schedule and to ensure that LOS standards will continue to be achieved and maintained during the five (5) year planning period.

Annual Program amendments shall include the addition of a new fifth year to the School District Five-Year District Facilities Work Program, updating of the School District of Highlands County Capital Improvements Schedule, coordinating the School District Five-Year District Facilities Work Program with the plans for other local governments, and, as necessary, updates to the Concurrency Service Area maps. The annual Program amendments shall ensure that the School District of Highlands County Capital Improvements Schedule continues to be financially feasible and that the LOS standards will continue to be achieved and maintained.

OBJECTIVE 6: FUNDING SOURCES AND FACILITIES PROVISION

Support supplemental and alternative sources for school capital funding.

Policy 6.1: Alternative Funding Strategies

Highlands County shall encourage the School Board of Highlands County to research and utilize alternative funding for school capital needs, including, but not limited to, capacity enhancement agreements, educational benefit units, and Community Development Districts.

Policy 6.2: Public/Private Partnerships

Highlands County shall coordinate with the School Board of Highlands County to encourage the private sector to identify and implement creative solutions, such as joint use facilities and alternative design, as well as requiring land dedication and requiring adequate school facilities in residential developments.

Policy 6.3: Support for Creative Partnerships

Highlands County shall support the School Board of Highlands County by giving priority consideration for development approvals when property owners provide donation of site(s), reservation or sale of school sites at pre-development prices, construction of new facilities or renovations to existing facilities, and providing transportation alternatives.

APPENDIX A

Capital Improvements Element

Implementation Procedures

A. Overview

B. Concurrency Management System

C. Concurrency - Assessment of Elements

D. Administrative Rules for Concurrency Clearance

E. Schedule of Capital Improvements

SECTION - A

OVERVIEW

IMPLEMENTATION OF CAPITAL IMPROVEMENTS ELEMENT

Highlands County presently employs a ten-year capital improvements program as an integral portion of its annual budgeting process. Thus, the recommendations within the CIE should be incorporated into the budget review process for the affected fiscal year.

As a part of this process, County staff will examine the implementation measures called for by the Plan, assess their fiscal impacts, and advise the Board of County Commissioners on the following:

- Updating, based on changes in expected population, revenue sources, unanticipated expenses, and completion of scheduled projects.
- Consistency, both internal and to other comprehensive Plan elements.
- Project prioritizing.
- Means of meeting deficiencies, if any exist.
- The effectiveness and fairness of the County's impact fee system, if such a system is adopted.
- The progress of the County in securing financing and other assistance from other agencies to carry out the County's plan.
- The progress of the private development community in meeting the requirements expressed within the Comprehensive Plan elements.
- The County's ability to maintain adopted level of service standards.
- The progress of the County in meeting its commitments within the Comprehensive Plan.
- The effectiveness of the County's concurrency management system in promoting growth management within the County.
- The progress of the County in directing growth to areas of higher levels of services and facilities.

- The progress of the County in implementing intergovernmental coordination with other governmental agencies providing facilities and services within the County.

SECTION - B

OVERVIEW

CONCURRENCY MANAGEMENT SYSTEM

The County's Concurrency Management System will provide the means for evaluating proposed development orders to ensure that the level of service standards adopted within the County's Comprehensive Plan are maintained, and that public facilities and services needed to support development are available concurrent with the impacts of such development. In addition, the system will:

1. Include guidelines for interpreting and applying LOS standards to applications for development orders and permits, and for determining at what point in the process the test for concurrency must be met;

2. Indicate how the County will assess the demand placed on public facilities as well as the capacity of public facilities;

3. The means by which the County will monitor changes in the capacity of public facilities and LOS provided by the facilities; and,

4. Indicate that the County will reserve capacity in the public facilities necessary to serve proposed developments following approval of a development order, and such development order will include a time limit during which construction must commence, or the reserve capacity will be forfeited.

In order to ensure that all public facilities included within the County's Concurrency Management System are available concurrent with the impacts of development, a finding of level of service concurrency compliance shall be determined by the County during or before the final site plan, final subdivision plan, or building permit approval process. All development orders and permits will specify any needed improvements, and a schedule for their implementation, including any conditions that require public facility improvements be in place concurrent with the impacts of the proposed development. If a development proposal cannot meet the test for concurrency, or fails to meet a condition of approval once it has commenced, then no additional development orders, permits, or Certificates of Occupancy may be issued. Where concurrency approval precedes final development order issuance, the County will enforce a schedule leading to final development order, and should the applicant fail to meet the schedule, the concurrency permit shall be deemed expired.

The County's land development regulations will specifically list the application requirements for development orders and permits that reflect the informational needs for the determination of concurrency, and application forms shall be developed accordingly.

The County Engineer shall administer the provision of the section and shall develop rules, forms, applications and fees, as may be required to implement the Concurrency Management System. In concert, the County's Planning, Zoning and Building Departments will be responsible in supporting the County Engineer for the following:

1. Maintaining an inventory of existing public facilities and capacities or deficiencies;

2. Determining concurrency of proposed development;

3. Cumulative record of the level of service allocation permitted by the approval of final development orders (or other development orders, if reservation of capacity is appropriate) for each referenced public facility; and,

4. Yearly reporting the status of all public facilities covered under this system to the BOCC and Local Planning Agency, and recommending a schedule of improvements for those public facilities found to have existing deficiencies, or anticipated to have deficiencies in the near future.

CAPACITY AND LEVEL OF SERVICE INVENTORY

The County will collect, and make available to the public, information on the public facilities which have been assigned an LOS in the County's Comprehensive Plan. This information shall be available, in sufficient time for the Local Planning Agency and BOCC to include their input to the County's yearly budgeting process and updated each year.

INFORMATION BASE FOR CONCURRENCY MANAGEMENT

The County shall maintain the inventories necessary for the concurrency assessment of new development which should include the following inventories:

TRAFFIC CIRCULATION

1. The existing level of service measured by the average annual number of trips per day on a roadway link, and the peak hour trips as provided in the latest counts, taken by the County or the Florida Department of Transportation;

2. The adopted level of service standards for all roadway types;

3. The existing capacities or deficiencies of the roadway network;

4. The capacities reserved for approved but unbuilt development;

5. The projected capacities or deficiencies due to approved but unbuilt development;

6. The improvements to be made to the roadway network in the current fiscal year and future years by any approved developments, pursuant to previous development orders, and the impact of such improvements on the existing capacities or deficiencies; and,

7. The improvements to be made to the roadway network in the current fiscal year and future years by the County, the State of Florida Department of Transportation, or other public agency, and the impact of such improvements on the existing capacities or deficiencies.

CENTRAL WASTEWATER

1. The design and permitted capacity of the wastewater treatment facilities;

2. The current demand on the wastewater treatment facilities, including: the existing level of service standards, average month daily flow, peak month average daily flow, peak hour flow, the total number of persons within the service area, and equivalent dwelling unit ratios for non-residential use;

3. The adopted level of service standard for average daily flows per equivalent residential unit;

4. The existing deficiencies of the system, including estimates of infiltration rates;

5. The capacities reserved for approved but un-built development;

6. The projected capacities or deficiencies due to approved but un-built development;

7. The improvements to be made to the facility in the current fiscal year by any approved developments, pursuant to previous development orders, and the impact of such improvements on the existing capacities or deficiencies; and,

8. The improvements to be made to the facility in the current fiscal year by the system's owner/operator, and the impacts of such improvements on the existing capacities or deficiencies.

POTABLE WATER

1. The design and permitted capacity of potable water treatment facilities;

2. The current demand on potable water treatment facilities, including: the existing level of service, average number of gallons per day pumped, treated and sold to consumers per average month, peak month and peak hour, and the total number of persons within the service area and equivalent dwelling unit ratio for non-residential use;

3. The existing potable water storage capabilities of the water system;

4. The existing minimum water pressure;

5. The adopted level of service standards for the potable water facility components;

6. The existing capacities or deficiencies of the system;

7. The capacities reserved for approved but un-built development;

8. The improvements to be made to the facility in the current fiscal year by any approved developments, pursuant to previous development orders, and the impact of such improvements on the existing capacities or deficiencies; and,

9. The improvements to be made to the facility in the current fiscal year by the system's owner/operator, and the impact of such improvements on the existing capacities or deficiencies.

SOLID WASTE DISPOSAL

1. The design capacity of solid waste disposal facilities;

2. The existing level of service measured by the number of persons served;

3. The adopted level of service standard for solid waste; the capacities reserved for approved but unbuilt development;

4. The projected capacities or deficiencies due to approved but unbuilt development; and,

5. The improvements to be made to the system in the current fiscal year and future years by any approved developments, pursuant to the previous development orders, and the impact of such improvements on the existing capacities or deficiencies.

STORMWATER DRAINAGE

1. The existing level of service measured by storm event as required by the appropriate (South or Southwest Florida Water Management) district; and,

2. The adopted level of service standard for storm drainage.

RECREATION AND OPEN SPACE

1. The existing acreage of park land as defined in the Recreation and Open Space Element of this plan;

2. The existing level of service measured by the number of acres of park land available per 1,000 residents of the County, based on an inventory of park lands in the County and the population of the County;

3. The existing capacities or deficiencies of the recreation facility system;

4. The capacities reserved for approved but un-built development;

5. The projected capacities or deficiencies as a result of approved but un-built development;

6. The improvements to be made to the park system in the current fiscal year and future years by any approved developments, pursuant to previous development orders, and the impact of such improvements on the existing capacities or deficiencies; and,

7. The improvements to be made to the park system in the current fiscal year and future years by the County or other public agencies, and the impact of such improvements on the existing capacities or deficiencies.

SECTION - C

CONCURRENCY ASSESSMENT PARAGRAPH

The County Administrator or his/her designee(s) will be responsible for determining concurrency for all applications for development orders for final site plans and/or final subdivision plans, and for earlier concurrency determinations where this has been requested by the applicant. When reviewing applications for such development orders, the departments shall perform a concurrency assessment to ensure that public facilities are available concurrent with the impact of the proposed development. To conduct the assessment, the previous inventory shall be used as a base for the establishment of existing conditions. The capability of existing public facilities to service new development shall then be determined by using the concurrency assessment. Finally, a determination of concurrency shall be made. Such determination may include conditions of approval which are deemed necessary for concurrency to be ensured.

A public facility or service shall be determined as available for potable water, sanitary sewer, solid waste, and drainage if it meets any of the conditions "1 through 4" below. Park and recreation services or facilities and roads shall be determined as available if any of the below conditions "1 through 5" are met.

1. The facility or service is in place to serve a proposed development when the County's development order, permit, or development agreement is approved.

2. The County's development order, permit, or development agreement is approved subject to the condition that the facility or service will be in place when the impacts of the proposed development occurs.

3. The facility or service is under construction when the County's development order, permit, or development agreement is approved.

4. The facility or service is the subject of a binding executed construction contract which provides for the commencement of the actual construction of the required facility or the provision of the required service within one year of issuance of the County's development order permit.

5. The facility or service is guaranteed by an enforceable Development Agreement which requires commencement of the actual construction of the facility or the provision of the service within one year of issuance of the County's development order or permit.

The adopted level of service standards shall be the acceptable standards with which all proposed new development shall comply.

FACILITIES REPORTING

The County Administrator or his/her designee(s) shall report the information base to the Local Planning Agency and Board of County Commissioners. The report shall also include the degree of any deficiencies, and a summary of the impacts the deficiency(s) will have on the approval of development orders. The Development Services Director and County Engineer shall then recommend a schedule of improvements necessary to prevent reduction in the County's adopted LOS

SECTION - D

ADMINISTRATIVE RULES FOR CONCURRENCY CLEARANCE

EXISTING DEFICIENCIES

No development shall be approved which will impact a facility which is currently deficient unless the facility is required to be improved in the current fiscal year pursuant to a previous development order or permit. Any needed improvements shall be completed prior to the projected impacts of the proposed development.

APPROVED IMPACTS

The impacts of new development shall be assessed against the existing conditions as described previously, and the projected impacts from approved but un-built development. These two items together shall be considered the existing conditions for all public facilities for the impact assessment of all proposed development.

PHASING

Development that is proposed to be phased may also phase the improvement of facilities, provided the concurrency requirements for each phasing schedule are met.

TIME SPECIFIC APPROVAL

All development approvals shall have a time period specified in the development order or permit in which development must commence. The time period may involve two or more phases, but the timing of each phase shall be specified in the development order or permit.

Any required improvements shall also require a time period for construction and completion. Should development or facilities improvements fail to begin or be completed in accordance with the development order or permit, all outstanding approvals of the development shall expire. Amendments to time schedules shall be permitted, but must be approved by the department granting the original approval.

ADDITIONAL INFORMATION

The appropriate department may require additional information from applicants or other County departments in order for an accurate assessment to be conducted. Such additional informational requests shall be provided in writing to the appropriate department.

Should the appropriate department require a special study (such as traffic counts on a road that is not regularly monitored), the applicant shall provide such information. Review and approval of proposed development may be postponed for a reasonable time period in order that more information may be gathered on a facility. Proposed development may be denied approval for failure of the applicant to provide adequate information on the projected impacts created by the development for County review of LOS concurrency compliance.

APPEALS

Appeals of the appropriate department official's denial of a concurrency permit will be to the Board of County Commissioners who shall take evidence and either approve, deny, or approve with conditions the application for a concurrency permit. In so doing, the Board of County Commissioners shall make the following findings:

1. The impacts created by the proposed development;

2. Whether the public facilities covered under the Concurrency Management System will be available concurrent with the impacts of new development at the adopted level;

3. Those facility(s) improvements or additions that are required to ensure the finding of concurrency; and,

4. The entity responsible for the design and installation of all required facility(s) improvements or additions.

Capital Improvements Element

APPENDIX B

Schedule of Capital Improvements

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
EXPENSES FY 20/21 THRU FY 24/25

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	5-YR TOTAL
LOS: PARKS AND RECREATION											
RPAC Improvements	Funding is needed to provide recreational improvements and recreational facilities for County residence.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 250,000	$ 300,000	$ 306,000	$ 312,120	$ 318,362	$ 1,486,482
Playground Systems	Replace one playground system that is aged and shows signs of safety concerns among other issues. Install a playground system at the Sports complex.	IMPROVEMENTS	Infrastructure Surtax	HL Bishop/Sports Complex	High	$ 60,608	$ 81,372	$ -	$ -	$ -	$ 141,980
Parks and Facilities Equipment	Replacement of Parks and Recreation equipment necessary for the continued maintenance of the parks inventory	MAINTENANCE	Infrastructure Surtax	County-wide	High	$ 110,208	$ 110,000	$ 112,200	$ 114,444	$ 116,733	$ 563,585
Total						$ 420,816	$ 491,372	$ 418,200	$ 426,564	$ 435,095	$ 2,192,047
LOS: POTABLE WATER											
LOS: POTABLE WATER											
Total											
LOS: TRANSPORTATION/PUBLIC WORKS											
Engineering Traffic Ops Equipment	Replace aging equipment	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 135,000	$ 150,000	$ 153,000	$ 156,060	$ 159,181	$ 753,241
Road and Bridge Equipment	Replace aging equipment	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 1,080,000	$ 1,200,000	$ 1,224,000	$ 1,248,480	$ 1,273,450	$ 6,025,930
Road Resurfacing	Resurfacing projects for 'poor' roads within the County reduce the need to reconstruct and substantially reduce maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 2,430,000	$ 2,700,000	$ 2,754,000	$ 2,809,080	$ 2,865,262	$ 13,558,342
Long Line Striping Truck	Purchase a Long Line Paint Striping truck for pavement marking application of new roads.	IMPROVEMENTS	Gas Tax	County-wide	High	$ 320,000	$ -	$ -	$ -	$ -	$ 320,000
Road Reconstruction	Reconstruction projects for repair of roads in the County return the roadways to satisfactory condition reducing maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 630,000	$ 700,000	$ 714,000	$ 728,280	$ 742,846	$ 3,515,126
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA. Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Infrastructure Surtax; Other (Fund 110)-City of Sebring Maintenance %	Sebring Area	High	$ 225,418	$ 229,926	$ 234,525	$ 239,215	$ 244,000	$ 1,173,084
ADA Transition Plan 20/21	Annual funding to address specific improvements to facilities in order to meet the accessibility requirements of the Americans with Disabilities Act.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 62,100.00	$ 69,000.00	$ 70,380.00	$ 71,788.00	$ 73,223.00	$ 346,491.00
TOSIP (Signals/Signs)	Refresh roadway pavement markings on a rotational basis to meet retroreflectivity requirements.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ -	$ 84,500	$ 86,190	$ 87,914	$ 89,672	$ 348,276
Traffic Operations Building	Construction of a new building for Traffic Operations, including new office furnishings.	IMPROVEMENTS	Infrastructure Surtax	Kenilworth Blvd	High	$ 400,000	$ 300,000	$ 60,000	$ -	$ -	$ 760,000
Memorial Drive from Pompano Drive to Parkway	Construction of 7,304 feet of concrete sidewalks on the west side of Memorial Drive from Pompano Drive to the Sebring Parkway for greater connectivity to schools and other multi-use paths.	IMPROVEMENTS	Grants (Federal, State, and Local)	Memorial Drive	High	$ -	$ 1,361,456	$ -	$ -	$ -	$ 1,361,456

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
EXPENSES FY 20/21 THRU FY 24/25

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	5-YR TOTAL
Daffodil Extension Project	Construct an extension of 5,550' of Daffodil Street from Lake Crews Ave south and connect to Catfish Creek Road for emergency services and residents.	IMPROVEMENTS	Grants	Lake Placid	High	$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000
Total						$ 5,282,518	$ 7,094,882	$ 5,596,095	$ 5,340,817	$ 5,447,634	$ 28,761,946
LOS: SCHOOLS											
See School District Work Program											
Total											
LOS: SOLID WASTE											
Purchase of Caterpillar 950 M Type Landfill Wheel Loader	Purchase of Caterpillar 950 M Type Landfill Wheel Loader to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 390,000	$ -	$ -	$ -	$ -	$ 390,000
Purchase of Caterpillar D8 Type Landfill Crawler Dozer	Purchase of a Caterpillar D8 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 1,125,000	$ -	$ -	$ -	$ -	$ 1,125,000
Purchase of Caterpillar D6 Type Landfill Crawler Dozer	Purchase of Caterpillar D6 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 665,000	$ -	$ -	$ -	$ -	$ 665,000
Total						$ 2,180,000	$ -	$ -	$ -	$ -	$ 2,180,000
LOS: STORMWATER/DRAINAGE											
Sebring Watershed Management Plan (WMP) Update	Complete the WMP for the Sebring Watershed in Highlands County, including stormwater LOS analysis	IMPROVEMENTS	Other	Sebring Watershed	High	$ 43,750	$ -	$ -	$ -	$ -	$ 43,750
Drainage Improvements Project	Drainage improvements on Thunderbird Road to increase stormwater conveyance and decrease the likelihood of flooding.	CRITICAL REPAIRS	Infrastructure Surtax	Thunderbird Rd	High	$ 50,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 450,000
Weed Control Equipment	Replace aging equipment to provide adequate maintenance along county maintained ditches and drainaige canals.	CRITICAL REPAIRS	Infrastructure Surtax	County-Wide	High	$ 85,000	$ -	$ -	$ -	$ -	$ 85,000
Total						$ 178,750	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 578,750
LOS: WASTEWATER											
LOS: WASTEWATER											
Total											
TOTAL LOS EXPENSES						$ 8,062,084	$ 7,686,254	$ 6,114,295	$ 5,867,381	$ 5,982,729	$ 33,712,743

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
REVENUE FY 20/21 THRU FY 24/25

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	5-YR TOTAL
INFRASTRUCTURE SURTAX/LOCAL OPTION SALES TAX											
RPAC Improvements	Funding is needed to provide recreational improvements and recreational facilities for County residence.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 250,000	$ 300,000	$ 306,000	$ 312,120	$ 318,362	$ 1,486,482
Playground Systems	Replace one playground system that is aged and shows signs of safety concerns among other issues. Install a playground system at the Sports complex.	IMPROVEMENTS	Infrastructure Surtax	HL Bishop/Sports Complex	High	$ 60,608	$ 81,372	$ -	$ -	$ -	$ 141,980
Parks and Facilities Equipment	Replacement of Parks and Recreation equipment necessary for the continued maintenance of the parks inventory	MAINTENANCE	Infrastructure Surtax	County-wide	High	$ 110,208	$ 110,000	$ 112,200	$ 114,444	$ 116,733	$ 563,585
Engineering Traffic Ops Equipment	Replace aging equipment	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 135,000	$ 150,000	$ 153,000	$ 156,060	$ 159,181	$ 753,241
Road and Bridge Equipment	Replace aging equipment	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 1,080,000	$ 1,200,000	$ 1,224,000	$ 1,248,480	$ 1,273,450	$ 6,025,930
Road Resurfacing	Resurfacing projects for 'poor' roads within the County reduce the need to reconstruct and substantially reduce maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 2,430,000	$ 2,700,000	$ 2,754,000	$ 2,809,080	$ 2,865,262	$ 13,558,342
Road Reconstruction	Reconstruction projects for repair of roads in the County return the roadways to satisfactory condition reducing maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 630,000	$ 700,000	$ 714,000	$ 728,280	$ 742,846	$ 3,515,126
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA. Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Infrastructure Surtax; Other (Fund 110)-City of Sebring Maintenance %	Sebring Area	High	$ 225,418	$ 229,926	$ 234,525	$ 239,215	$ 244,000	$ 1,173,084
ADA Transition Plan 20/21	Annual funding to address specific improvements to facilities in order to meet the accessibility requirements of the Americans with Disabilities Act.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 62,100	$ 69,000	$ 70,380	$ 71,788	$ 73,223	$ 346,491
TOSIP (Signals/Signs)	Refresh roadway pavement markings on a rotational basis to meet retroreflectivity requirements.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ -	$ 84,500	$ 86,190	$ 87,914	$ 89,672	$ 348,276
Traffic Operations Building	Construction of a new building for Traffic Operations, including new office furnishings.	IMPROVEMENTS	Infrastructure Surtax	Kenilworth Blvd	High	$ 400,000	$ 300,000	$ 60,000	$ -	$ -	$ 760,000
Drainage Improvements Project	Drainage improvements on Thunderbird Road to increase stormwater conveyance and decrease the likelihood of flooding.	CRITICAL REPAIRS	Infrastructure Surtax	Thunderbird Rd	High	$ 50,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 450,000
Weed Control Equipment	Replace aging equipment to provide adequate maintenance along county maintained ditches and drainaige canals.	CRITICAL REPAIRS	Infrastructure Surtax	County-Wide	High	$ 85,000	$ -	$ -	$ -	$ -	$ 85,000
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA. Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Infrastructure Surtax	Sebring Area	High	$ 81,474	$ 81,474	$ 81,474	$ 81,474	$ 81,474	$ 407,370
Total						$ 5,599,808	$ 6,106,272	$ 5,895,769	$ 5,948,855	$ 6,064,203	$ 29,614,907
OTHER COUNTY FUNDING											
Purchase of Caterpillar 950 M Type Landfill Wheel Loader	Purchase of Caterpillar 950 M Type Landfill Wheel Loader to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 390,000	$ -	$ -	$ -	$ -	$ 390,000

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
REVENUE FY 20/21 THRU FY 24/25

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	5-YR TOTAL
Purchase of Caterpillar D8 Type Landfill Crawler Dozer	Purchase of a Caterpillar D8 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 1,125,000	$ -	$ -	$ -	$ -	$ 1,125,000
Purchase of Caterpillar D6 Type Landfill Crawler Dozer	Purchase of Caterpillar D6 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 665,000	$ -	$ -	$ -	$ -	$ 665,000
Sebring Watershed Management Plan (WMP) Update	Complete the WMP for the Sebring Watershed in Highlands County, including stormwater LOS analysis	IMPROVEMENTS	Other	Sebring Watershed	High	$ 43,750	$ -	$ -	$ -	$ -	$ 43,750
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA. Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Other (Fund 110)	Sebring Area	High	$ 71,972	$ 74,226	$ 76,525	$ 78,871	$ 81,263	$ 382,857
Purchase of Caterpillar 950 M Type Landfill Wheel Loader	Purchase of Caterpillar 950 M Type Landfill Wheel Loader to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 390,000	$ -	$ -	$ -	$ -	$ 390,000
Purchase of Caterpillar D8 Type Landfill Crawler Dozer	Purchase of a Caterpillar D8 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 1,125,000	$ -	$ -	$ -	$ -	$ 1,125,000
Purchase of Caterpillar D6 Type Landfill Crawler Dozer	Purchase of Caterpillar D6 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 665,000	$ -	$ -	$ -	$ -	$ 665,000
Sebring Watershed Management Plan (WMP) Update	Complete the WMP for the Sebring Watershed in Highlands County, including stormwater LOS analysis	IMPROVEMENTS	Other	Sebring Watershed	High	$ 43,750	$ -	$ -	$ -	$ -	$ 43,750
Total						$ 4,519,472	$ 74,226	$ 76,525	$ 78,871	$ 81,263	$ 4,830,357
OTHER OUTSIDE FUNDING											
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA. Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	*City of Sebring Maintenance %*	Sebring Area	High	$ 71,972	$ 74,226	$ 76,525	$ 78,871	$ 81,263	$ 382,857
Total						$ 71,972	$ 74,226	$ 76,525	$ 78,871	$ 81,263	$ 382,857
GRANTS (FEDERAL, STATE, AND LOCAL)											
Memorial Drive from Pompano Drive to Parkway	Construction of 7,304 feet of concrete sidewalks on the west side of Memorial Drive from Pompano Drive to the Sebring Parkway for greater connectivity to schools and other multi-use paths.	IMPROVEMENTS	Grants (Federal, State, and Local)	Memorial Drive	High	$ -	$ 1,361,456	$ -	$ -	$ -	$ 1,361,456
Total						$ -	$ 1,361,456		$ -	$ -	$ 1,361,456
GRANTS (STATE GRANTS)											

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
REVENUE FY 20/21 THRU FY 24/25

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	5-YR TOTAL
Daffodil Extension Project	Construct an extension of 5,550' of Daffodil Street from Lake Crews Ave south and connect to Catfish Creek Road for emergency services and residents.	IMPROVEMENTS	Grants	Lake Placid	High	$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000
Total						$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000
GAS TAX											
Long Line Striping Truck	Purchase a Long Line Paint Striping truck for pavement marking application of new roads.	IMPROVEMENTS	Gas Tax	County-wide	High	$ 320,000	$ -	$ -	$ -	$ -	$ 320,000
Total						$ 320,000	$ -	$ -	$ -	$ -	$ 320,000
TOTAL FUNDING SOURCES						$ 10,191,252	$ 7,616,180	$ 6,048,819	$ 6,106,597	$ 6,226,729	$ 35,748,121

NDING

APPENDIX E

CITY OF AVON PARK

CAPITAL IMPROVEMENTS ELEMENT
CAPITAL IMPROVEMENTS SCHEDULE

City of Avon Park

Highlands County, Florida

2030 Comprehensive Plan

CAPITAL IMPROVEMENTS ELEMEN

CAPITAL IMPROVEMENTS ELEMENT

City of Avon Park Comprehensive Plan

Adopted December 26, 1990
Amended September 22, 2008
Update Adopted October 27, 2008
Update Adopted December 28, 2009
Update Adopted December 13, 2010
(Updated May 2019)

GOAL: Enhance the fiscal integrity of the City by providing public facilities in a timely and efficient manner.

Objective 1:

The Capital Improvements Element shall guide the provision of public facilities for the purpose of accommodating desired future growth, replacing facilities that have exceeded their useful lifespan and correcting existing deficiencies.

Policy 1.1: The City Manager shall prepare and submit to the Council, in the form provided by ordinance, an annual budget, a capital improvement budget, and a projected capital improvement program for a minimum five-year period. The capital improvement budget and capital improvement program shall prioritize all capital improvement expenditures, shall indicate the revenue source for all capital improvement expenditures or indicate that a capital improvement is not yet funded, shall include revenue projections for a five-year period, and shall be the basis for the annual update of and comprehensive plan amendment to the Five-Year Schedule of Capital Improvements.

Policy 1.2: The Capital Improvements Element will be evaluated annually and amended as the Five-Year schedule of capital improvements is revised.

Policy 1.3 Avon Park will maximize public facilities and services in currently developed areas that promote the infill of development or the redevelopment of existing neighborhoods and commercial areas.

Policy 1.4 Avon Park will adopt an annual Five-Year schedule of capital improvements which coordinates levels of service with land use decisions and available fiscal resources.

Policy 1.5 Capital improvements may include projects not required by the comprehensive plan to maintain a required Level of Service Standard or to implement a specific policy. However, such projects may be deferred or cancelled if it is determined that the project is no longer appropriate due to cost considerations, the availability of alternatives, or diminished

need.

Policy 1.6 An amendment to the comprehensive plan is required to update the schedule on an annual basis or to eliminate, defer, or delay the construction for any facility listed in the Five-Year schedule.

Policy 1.7: Beginning with Fiscal Year 1991-92, proposed capital improvement projects shall be ranked and evaluated according to the following criteria:

a. The project protects public health and safety, eliminates public hazards, fulfills the City's legal obligation to provide facilities and services, and achieves maximum usage of existing facilities.

b. The project increases the efficiency of existing facilities, promotes infill development, and eliminates existing deficiencies.

c. The project represents the logical extension of facilities and services consistent with the Future Land Use Element, and is consistent with the plans of State Agencies and the Southwest Florida Water Management District.

d. Other priority criteria, as established in other elements of this comprehensive plan, shall be incorporated into the annual capital improvements prioritization.

Policy 1.8: The City Council shall be responsible for ensuring that the City's fiscal policies are consistent with the Comprehensive Plan. Capital improvement expenditures shall not jeopardize the fiscal integrity of the City. Unless necessary for the immediate health and safety of the residents of Avon Park, capital improvement expenditures shall be demonstrated to have adequate funding from a reliable revenue source prior to the City Council approval for expenditure of funds.

Policy 1.9: Avon Park shall continue to apply for grants or private funds when available to finance the provision of capital improvements.

Policy 1.10: The City of Avon Park will pursue supplemental funding for water supply, both potable and non-potable, projects through WMD alternative source grants, Rural Development, and State Revolving Fund loans and grants.

Objective 2:

Upon adoption of the Comprehensive Plan, Avon Park will coordinate land use decisions with the Five-Year Schedule of Capital Improvements in a manner that maintains the established level of service standards and meets existing and future facility needs.

Policy 2.1: Avon Park will use the following level of service standards in reviewing the impacts of new development and redevelopment.

Facility	Level of Service
Sanitary Sewer	90 gallons per capita per day
Potable Water	120 gallons per capita per day (gpcd)
Solid Waste	6.8 pounds per person per day
FDOT SIS Facility (US 27)	C
Principal Arterial Roads	C
City Minor Arterial Roads	D
County Minor Arterial Roads	
County Urban Collector Roads	D
Other Local Roads	D
Recreation and Open Space	3 acres per 1000 people
Buildings	At or above the 100-year flood elevation
Drainage	25-year 24-hour storm event for new development. Stormwater treatment and disposal facilities pursuant to Section 1725.025, F.A.C. Stormwater discharge pursuant to Section 17- 3.051, F.A.C.
Public Schools	Consistent with Highlands County with the Interlocal Agreement for Coordinated Planning and School Concurrency, **Section 13.3, the LOS established for all school types within the Highlands County School District as: 100 % FISH capacity.**

To ensure the City meets the levels of service standards, population projections shall be referred to, and shall be updated or revised as necessary when the Capital Improvement Plan is being drafted each year.

Policy 2.2: Development orders and permits will be granted only when the facilities are operating at the established level of service or will be available concurrent with the impacts of development.

Policy 2.3: Avon Park hereby adopts, by reference, the Highland County School District Five-Year Facilities Work Program as adopted by the School Board of Highlands County on September 7, 2010, that includes school capacity sufficient to meet anticipated student demands projected by the County, in consultation with the School Board's projections of student enrollment based on adopted Level of Service (LOS) standards for public schools. Annual updates by the School District of the capital improvements schedule and the Five-Year Facilities Work Program will be adopted by reference as the City annually updates its CIE and CIP.

Policy 2.4: The City hereby adopts by reference, the Highlands County School District Five-Year Facilities Work Program, the Southwest Florida Water Management District Regional Water Supply Plan and District Water Management Plan, and the Florida Department of Transportation Five 5-Year Work Program 2011-2015, into the City's Five-Year Schedule of Capital Improvements.

Policy 2.5: The City hereby incorporates its Ten-Year Water Supply Facilities Work Plan as a technical support document into this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015. The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Avon Park Comprehensive Plan. In implementing this Policy, the City shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

Objective 3:

In order to maintain established level of service standards, future development shall bear a proportionate cost of facility improvements necessitated by the impacts of development.

Policy 3.1: Avon Park shall continue to collect impact fees for the provision of sewer and water. Collected impact fees shall be equitably allocated to the specific group(s) which will directly benefit from the capital improvement, and the assessment levied must fairly reflect the true costs of these improvements.

Policy 3.2: As a requirement of land subdivision or land development, Avon Park shall

require land dedication, or payment-in-lieu of dedication, or some other form of exaction, to retain easements for utilities and roadways. This is required to maintain the established level of service standards and to pay for public facility improvements necessitated by new development.

Objective 4:

Avon Park will manage fiscal resources to ensure that the needed capital improvements are provided for previously issued development orders and future development and redevelopment.

Policy 4.1: Level of service standards shall be applicable to all existing permitted and future development or redevelopment.

Policy 4.2: Identified deficiencies relating to existing or permitted development shall be corrected. Funding sources may include general revenues, special districts, infrastructure sales tax fund or public or private grants.

Policy 4.3: Debt service shall not exceed 20% of annually budgeted revenues.

City of Avon Park						
Five Year Capital Improvement Plan						
FY21-22	**Water Wastewater System Capital Improvements**					
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	
Water Meter Replacement	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	
Water Wastewater Transmission	$ 700,000	$ 700,000	$ 700,000	$ 700,000	$ 700,000	
Fully Equipped Truck - Rollover	$ 65,000					
2021 Ford Ranger Super Cab 2WD (2)	$ 46,460					
2021 Ford Ranger Super Cab 4WD (2)	$ 49,920					
2021 Ford F550 4wd	$ 58,550					
2021 Ford F750 Dump Truck	$ 85,690					
Hydraulic Mini Excavator	$ 54,960					
Lift Station Rehabilitation	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	
2021 Ford F150 4WD	$ 25,400					
Wheel Loader	$ 100,590					
Bell Street Water Treatment Plant		$ 1,500,000				
	$ 1,586,570	**$ 2,600,000**	**$ 1,100,000**	**$ 1,100,000**	**$ 1,100,000**	$7,486,570
Funding Source						
State Grants						
Water Wastewater Utility Funds	$ 1,586,570	$ 2,600,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	
	$ 1,586,570	**$ 2,600,000**	**$ 1,100,000**	**$ 1,100,000**	**$ 1,100,000**	

APPENDIX F

CITY OF SEBRING

CAPITAL IMPROVEMENTS ELEMENT
CAPITAL IMPROVEMENTS SCHEDULE

CAPITAL IMPROVEMENTS ELEMENT

The Organization of this Element is as follows:

Capital Improvements Element
- Goal # 1: Capital Facility Planning
  - Objective CIE 1: Capital Facility Planning
  - Objective CIE 2: Development and Regulation
  - Objective CIE 3: Future Development Costs
  - Objective CIE 4: Capital Improvements to Support Growth
- Goal # 2: Capital Improvement Implementation
  - Objective CIE 5: Permitting
- Goal # 3: Coordination
  - Objective CIE 6: Coordination
- Goal # 4: Concurrency Management
  - Objective CIE 7 - LOS:
  - Objective CIE 8 – Concurrency Management:
- Goal 5: Capital Improvements Planning for Public Schools
  - Objective CIE 9: Capital Improvements Planning for Public Schools
  - Objective CIE 10: Funding Sources and Facilities for Public Schools

Schedule of Capital Improvements

INTRODUCTION: The purpose of the Capital Improvements Element (CIE) is to tie the capital improvement needs identified in the other elements to the City budgeting and development review processes. The goal, objective and policies section and the implementation section of the CIE establish the framework that:

1. Identifies the required capacity of capital improvements to serve existing and future development based on level-of-service (LOS) standards;
2. Establishes a system of priorities to determine which capital improvements arc funded to satisfy the LOS;
3. Provides guidance on funding the projects;
4. Outlines mechanisms to assure provision of the required capital improvement;
5. Ties land development decisions to the availability of capital facilities and improvements; and
6. Outlines implementation programs.

IMPLEMENTATION: The Capital Improvements Element requires the City to develop a concurrency management system, a Schedule of Capital Improvements (SCI) and a capital budget. The concurrency management system will monitor the quantity and quality of public facilities and the impacts of development on those facilities. The SCI lists the capital improvement projects required for concurrency, to maintain the LOS and repair/replace obsolete or worn out facilities. The projects in the CIP are listed by construction date, costs and revenue source. The SCI will list City, County, State, Federal, and private resources required to provide the facility and determine the financially feasible of the projects. The City will annually prepare a Schedule of Capital Improvements, which include appropriations for the City's projects.

CAPITAL FACILITY PLANNING OBJECTIVE AND POLICIES

GOAL 1: THE PROVISION OF NEEDED PUBLIC FACILITIES IN A TIMELY MANNER, WHICH PROTECTS INVESTMENTS IN EXISTING FACILITIES, MAXIMIZES THE USE OF THESE FACILITIES AND PROMOTES ORDERLY COMPACT GROWTH.

OBJECTIVE CIE 1: The City shall accommodate deficiencies and provide for desired future growth as indicated in the 5-year Schedule of Capital Improvements by meeting the schedule or modifying the schedule to accommodate changes in financing or feasibility.

Policy 1.1: The City shall amend the Capital Improvements Element and program one time per year to reflect the City's adopted levels of service. Proposed capital improvement projects shall be evaluated and ranked in order of priority may include the following guidelines:

A. protect public health, welfare and safety (the elimination of public hazards)
B. correct existing capacity deficiencies
C. fulfill the City's legal commitment to provide facilities and services
D. preserve or achieve full use of existing facilities
E. increase efficiency of use of existing facilities
F. prevent or reduce future improvement cost
G. provides service to developed areas lacking full service
H. Whether the project is financially feasible (impacts on the local budget),
I. coordinate with the plans of state agencies and water management districts.

Policy 1.2: The City shall include all projects identified as capital improvements in other elements of this plan in the 5-year schedule of improvements as presented in this element. For purposes of this element, these are defined as costing $20,000 or more with a life span of five or more years.

Policy 1.3: The City shall include programs to meet and maintain the adopted levels of service and to accommodate growth service needs within the five-year Schedule of Capital Improvements and the operating budget.

Policy 1.4: The City hereby incorporates its Ten-Year Water Supply Facilities Work Plan as a technical support document into this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015. The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Sebring Comprehensive Plan. In implementing this Policy, the City shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

OBJECTIVE CIE 2 - DEVELOPMENT COORDINATION AND REGULATION: All Development Orders and permits will be based on the availability of necessary public facilities and services at adopted level of service standards needed to support such development concurrent with development impacts. The City shall not issue a development order unless the adopted levels of service are provided, consistent with the concurrency standards listed in Policy 2.1.

Policy 2.1: The City shall use the following level of service standards in reviewing the impacts of new development, redevelopment and annexation upon provision of public facilities and services: *(Policy A2.1 amended by Water Supply Plan Ordinance # 1291, Feb 16, 2010)*

FACILITY/SERVICE AREA	**LEVEL OF SERVICE STANDARD**
Potable Water Facilities	102 gallons per capita per day
Roadways and arterials	
Functional Classification	Peak-Hour/Peak-Season Level of Service
Major Arterials when SIS:	LOS C from the northern City limit to Highlands Ave. LOS B from Highlands Avenue to the southern City limit.
Major Arterials when non-SIS	LOS D
Minor Arterials:	LOS D
Major Collectors -	LOS D
Minor Collectors:	LOS D
Parks	10.00 Acres per 1,000 Population
Sanitary Sewer Facilities:	
Harder Hall Corp. Facility	131 gallons per capita per day
All other Sanitary Sewer Facilities	105 gallons per capita per day
Solid Waste Facilities	7 pounds per capita per day

Drainage facilities: The following standards shall apply to all new development or redevelopment:

Water Quantity Design storm: 25-year frequency, 24-hour duration

Storm Water Management Systems - Storm water-management systems shall be designed to either retain on-site the runoff generated by a 25-year, 24-hour storm or detain and discharge the runoff from a 25-year, 24-hour storm at peak discharge rates which do not exceed pre-development rates.

Water quality treatment shall meet the standards set forth in Florida Statues and Codes, set by the Water Management Districts, and the Department of Environmental Protection as applicable. To ensure compliance with those requirements, a copy of a valid Water Management District permit or exemption letter shall be presented before building permits or development approvals are granted. Site-specific conditions may require other design criteria to be satisfied in order to obtain Water Management District construction permits. To ensure compliance with those requirements, a copy of a valid Water Management District permit or exemption letter shall be presented before building permits or development approvals are granted.

Single family development on infill lots of existing single family residential subdivisions shall not be required to manage storm water onsite, as long as storm water runoff is accommodated by the City's facilities. *(Policy A2.1 approved by Water Supply Plan Ordinance # 1291, Feb 16, 2010)*

Policy 2.2: Proposed plan amendments and requests for new development, redevelopment, or annexation shall be evaluated according to the following guidelines as to whether the proposed action would:

A. Exacerbate any existing condition of public facility capacity deficits, as described in this plan;

B. Generate public facility demands that may not be accommodated by capacity increases planned in the 5-year Schedule of Capital Improvements;

C. Conform to future land uses as shown on the Future Land Use Map and urban service areas as described in this plan;
D. Accommodate public facility demands based upon adopted level of service standards if the facility is provided by the developer;
E. Demonstrate financial feasibility subject to this element if the facility is partially or totally provided by the City; or
F. Affect State or County agencies or water management district plans.

Policy 2.3: The City Administrator or his or her designee shall evaluate, and rank capital improvement projects proposed for inclusion in the Five-year schedule as approved by the Sebring City Council. Priorities shall be ranked according to the criteria listed in Policy 1.1, and a fiscal review, as part of the budgeting process. The assigned priority will be designated on the five-year schedule of capital improvements.

OBJECTIVE CIE 3 - FUTURE DEVELOPMENT COSTS: All future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain adopted level of service standards. The City will allocate the costs of new public facilities on the basis of the benefits received by future residents.

Policy 3.1: Future development shall pay for extension of necessary water and sanitary sewer lines to the property to be developed and/or expansion or improvements to the water, wastewater and drainage facilities.

Policy 3.2: In concert with the Recreation and Open Space Element, the cost of necessary parkland resulting from the annexation of new residential subdivisions will be borne by the developer through dedication of parkland, fees in lieu of, or both land and fees. The Land Development Regulations, to be adopted by the statutory deadline, will outline the requirements.

Policy 3.3: The developer shall provide for all road improvements and right-of-way related improvements to accommodate new development.

Policy 3.4: The City shall update its concurrency management system and its proportionate fair share ordinance utilizing the approved methodology and technical documents in the Tindale-Oliver and Associates studies dated March 2007. *(Adopted as part of Viscaya / Wolf Creek Settlement Ordinance # 1256, Dec. 18, 2007)*

Policy 3.5: For the capital infrastructure improvements determined to be needed by City amendment numbers L-05-1d, L-05-1c, L-05-1g and L-05-1f, the City agrees to work in good faith to meet the requirements of the Capital Improvements of the Capital Improvements Elements as defined by Statute. *(Adopted as part of Viscaya / Wolf Creek Settlement Ordinance # 1256, Dec. 18, 2007)*

Policy 3.6: The City, as feasible, shall seek out and apply for grants to expand the reclaimed water reuse system into older neighborhoods. *(Policy A3.7 approved by Water Supply Plan Ordinance # 1291, Feb 16, 2010)*

OBJECTIVE CIE 4 - CAPITAL IMPROVEMENTS TO SUPPORT GROWTH: The City will manage its fiscal resources through an annual capital improvement plan and update of the Capital Improvements Element to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment. As part of this update, the City shall be responsible for: (1) addressing the fiscal impact of capital improvement projects on revenue and

expenditures, and (2) updating, as necessary, the fiscal assessment section of the Capital Improvements Element.

Policy 4.1: All capital facility improvements with costs less than 20,000 shall be included in the City's annual budgeting process.

Policy 4.2: The City will consider securing grants or private funds to help finance the provision of capital improvements, when these funds are available and needed.

Policy 4.3: The fiscal assessment review and update will include, at a minimum, the following:

A. Forecasted summary of revenues and expenditures for a five year period;

B. Projected debt service capacity analysis and may include:

1. The limitation on the use of revenue bonds as a percent of total debt;
2. The maximum ratio of total debt service to total revenue; and
3. The maximum ratio of outstanding capital indebtedness to property tax base

Policy 4.4: Beginning with the first full fiscal year following the adoption of the Sebring Comprehensive Plan, the annual budget process shall have a capital budget component, including adequate provisions for renewal and replacement of capital facilities under the control of the City.

Policy 4.5: The City shall continue to implement fiscal policies to achieve sufficient funds for facilities and service levels adopted by the City and implement procedures to control spending in its fiscal policies and procedures.

Policy 4.6: During the Capital Improvement Element amendment funding cycle, the City shall continue to explore the use of: (1) the Water/Sewer Enterprise Fund; (2) grants; (3) impact fees or other development exactions; (4) user fees; (5) special assessments and Special Benefit Districts; (6) agreements with other jurisdictions; (7) impact fee for park lands for new developments and related replenishment of Community Park and Recreation System Trust Fund; and private funding sources to fund projects, and develop lists of projects that can be funded with these sources of funding within Schedule of Capital Improvements (SCI).

Policy 4.7: The City shall provide essential services in the event of a man-made or natural disaster. Funds shall also be available to secure catastrophic revenue shortfalls.

CAPITAL IMPROVEMENTS IMPLEMENTATION PROGRAM

GOAL 2: TO ENSURE IMPLEMENTATION OF THE CAPITAL IMPROVEMENTS WHICH ARE DESIGNED TO PROVIDE FOR THE PUBLIC FACILITIES AND SERVICES NEEDED TO SUPPORT DEVELOPMENT, CONCURRENT WITH THE IMPACTS OF SUCH DEVELOPMENT.

OBJECTIVE CIE 5: Permitting of all development shall be coordinated with provision of adopted level of service standards, and ensure that the City will achieve or exceed the goals, objectives and policies set forth in the comprehensive plan.

Policy 5.1: Permitting a temporary deviation in the level of service standards is acceptable for a reasonable time period only where the conditions lists in Policy 2.3 are satisfied.

Policy 5.2: The City shall adopt a capital budget as part of the annual budgeting process. The annual budget shall include in its capital appropriations all projects in the Schedule of Capital Improvements that are planned for expenditure during the next fiscal year.

Policy 5.3: The City will adopt, by the statutory deadline, its Land Development Regulations which will provide regulations for development and a system of review for applications pertaining to such development.

Policy 5.4: A part of the CIP shall be information prepared to document the status of the public facilities capacity relative to demands as this relates to the adopted-level of service standards. This will provide the basis for ascertaining the reserve facility capacities upon which depends the issuance of Development Orders the following year.

Policy 5.5: The City shall maintain on a yearly basis a record indicating the cumulative impacts of all Development Orders approved during the fiscal year-to-date on the capacity of public facilities set forth in the most recent annual report on capacity and levels of service of public facilities.

Policy 5.6: The City will annually review its financial position with regard to any changes in potential revenue sources used to fund scheduled capital improvements or to any new capital improvements that may have arisen.

Policy 5.7: Development approved prior to the adoption of this Plan which require improvements to public facilities will be included in the Five-Year Schedule of Improvements with a funding priority designation.

Policy 5.8: By the statutory deadline for adoption of the land development regulations. The City shall continue implement a concurrency management program. The concurrency management system shall be consistent with Chapter 9J-5.005, F.A.C., and shall be implemented according to the Schedule of Capital Improvements.

GOAL 3 - COORDINATION: SEBRING SHALL PROVIDE FOR, IN A TIMELY MANNER, AND MAINTAIN CAPITAL FACILITIES WHICH MEET OR EXCEED ADOPTED STANDARDS CONSISTENT WITH AVAILABLE FISCAL RESOURCES.

OBJECTIVE CIE 6 - COORDINATION: Sebring shall coordinate the provision of capital improvements with other agencies and jurisdictions and ensure that the CIE is consistent with the other elements of the Comprehensive Plan.

Policy 6.1: All capital improvements and facilities shall be evaluated to identify any plans of State agencies, and the Southwest Florida and Highlands County Water Management District that affect, or will be affected by, the proposed City capital improvement.

Policy 6.2: Sebring shall coordinate the provision of public facilities with the School Board of Highlands County and Highlands County.

Policy 6.3: The Capital Improvements Element (CIE) shall be consistent with other elements of the Comprehensive Plan and the planning efforts of Sebring and its departments.

Policy 6.4: All public facility capital improvements shall be consistent with the other elements of the Comprehensive Plan.

Policy 6.5: The phasing or staging of development must be in accordance with the provisions of the City's concurrency management system. No land use approval for new development, redevelopment or annexation shall cause facilities or services to fall below, adopted levels of

service standards, as contained in the Capital Improvements Element of this plan. Public facilities and services necessary to serve the proposed development, redevelopment or annexation must be available at the adopted levels of service standards concurrent with the impacts of development.

GOAL 4 - CONCURRENCY MANAGEMENT: ENSURE THAT FACILITIES AND SERVICES NEEDED TO SUPPORT DEVELOPMENT ARE AVAILABLE CONCURRENT WITH THE IMPACTS OF SUCH DEVELOPMENT.

OBJECTIVE CIE 7 - LOS: Throughout the planning period, the City shall maintain the adopted levels of service for potable water, sanitary sewer, drainage, recreation and roadways while ensuring that the facilities and services needed to support development are available concurrent with the impact of that development.

Policy 7.l: The City shall adopt the level of service standards as stated in Capital Improvements Policy 2.1.

Policy 7.2: The City shall produce a financially feasible plan in the Capital Improvements Element demonstrating its ability to achieve and maintain adopted levels of service.

Policy 7.3: The City shall coordinate addressing and adopting levels of service for any of the above facilities that are maintained or the responsibility of any other state, regional or local authority.

OBJECTIVE CIE 8 – Concurrency Management System: The City shall manage its concurrency management system in accordance with 9J-5.0055, F.A.C., to ensure that public facilities and services needed to support development at adopted levels of service standards are available concurrent with the impacts of development.

Policy 8.1: The City shall enforce for all Development Orders its concurrency management system that supports the land development goals, objectives and policies of the adopted comprehensive plan.

Policy 8.2: The City shall continue to review all development orders and permits in conjunction with development regulations and the Capital Improvements Element to ensure that the necessary public facilities and services will be available to accommodate the impact of issuing development permits.

Policy 8.3: The City shall continue to monitor the impact of each development on roads, potable water, sanitary sewer, drainage and recreation facilities for each permit application prior to its approval.

Policy 8.4: The Concurrency Management System shall include:

A. The Capital Budget and Schedule of Capital Improvements (SCI): The capital budget will identify in detail the costs and revenue sources for projects shown in the first year of the five year SCI. As projects are completed during the current budget year, they will be removed from the SCI and a new fifth year of projects added.

B. The monitoring system to ensure concurrency shall continue to be implemented by the City.

C. Adopted programs and procedures shall provide that levels of service shall not fall below those established in this comprehensive plan commencing upon the adoption of this plan. The City may not issue a development permit unless facilities are in place that meet or exceed the adopted level of service standards, and are available concurrent with the impacts of development. No development order or development permit shall be issued which results in a reduction in the level of service standards below the level of service standards adopted in this plan.

D. The City shall continue to review the Capital Improvements Element annually.

Policy 8.5: The City will not issue development permits where the project requires public facility improvements that exceed the City's ability to provide these in accordance with the adopted level of service standards. As an alternative, however, facilities and services may be provided by the developer, consistent with the following criteria which will be adopted in the concurrency management system:

A. For potable water, sanitary sewer, solid waste, and drainage facilities, at a minimum, the following standards will be met to satisfy the concurrency requirement:
1. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary facilities and services are in place and available to serve the new development; or
2. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent.

B. For parks and recreation facilities, at a minimum, the City of Sebring shall meet the following standards to satisfy the concurrency requirement:
1. At the time the development order or permit is issued, the necessary facilities and services are in place or under actual construction; or
2. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the City of Sebring, or funds in the amount of the developer’s fair share are committed; and
   a. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted 5-year schedule of capital improvements; or
   b. At the time the development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent; or
   c. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent.

C. For transportation facilities (roads designated in the Sebring adopted comprehensive plan), at a minimum, the City of Sebring shall meet the following standards to satisfy the concurrency requirement.

1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or
2. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted five year schedule of capital improvements. The schedule of capital improvements may recognize and include transportation projects included in the first three years of the applicable, adopted Florida Department of Transportation five year work program. The Capital Improvements Element must include the following policies:
   a. The estimated date of commencement of actual construction and the estimated date of project completion.
   b. A provision that a plan amendment is required to eliminate, defer, or delay construction of any road or mass transit facility or service which is needed to maintain the adopted level of service standard and which is listed in the five-year schedule of capital improvements; or
3. At the time a development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction no more than three years after the issuance of a certificate of occupancy or its functional equivalent; or
4. At the time a development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(c), F.S.]
5. For the purpose of issuing a development order or permit, a proposed development may be deemed to have a de minimis impact and may not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., only if all of the conditions specified in subsection 163.3180(6), F.S., are met. [Section 163.3180(6), F.S.]

D. For school facilities, for concurrency service areas, a residential development order or permit shall be issued only if the needed capacity for the particular service area is available in one or more contiguous service areas and school capacity is available district-wide as defined in Section 163.3180(13)(e), F.S.

E. For all facilities, the latest points in the application process for the determination of concurrency is prior to the approval of an application for a development order or permit which contains a specific plan for development, including the densities and intensities of development.

CAPITAL IMPROVEMENTS PLANNING FOR PUBLIC SCHOOLS.

GOAL CIE 5: PROVIDE FOR A FINANCIALLY FEASIBLE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR PUBLIC SCHOOL FACILITIES. *(Goal CIE 5 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

OBJECTIVE CIE 9: Ensure that existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools. *(Objective CIE 10 adopted by PFSE Ordinance # 1269, Dec. 2, 2008)*

Policy 9.1 - **School district of Highlands County financially feasible five-year capital improvements schedule**: The City of Sebring hereby incorporates by reference the school district of Highlands County Five Year District Facilities Work Program, adopted August 24, 2010 and as adopted annually thereafter (the first year is the District's Capital Outlay Plan) as included in the School Board of Highlands County's currently adopted school district Educational Plant Survey, (five year district facilities work program) adopted June, 2009 and as adopted annually thereafter that includes school capacity sufficient to meet anticipated student demands projected by the County, in consultation with the School Board of Highlands County's projections of student enrollment based on the adopted level of service (LOS) standards for public schools. *(Policy 11.1 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

Policy 9.2: Adopted level of service standard for Highlands County public schools. The LOS of school enrollment is defined as a percentage of school student capacity based upon the Florida Inventory of School Houses (FISH). The LOS standard is the maximum level of school utilization that will be permitted in the Highlands County school district. The LOS shall be established for all school types within the Highlands County school district as: 100% of permanent FISH capacity. *(Policy 11.2 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

Policy 9.3: Annual updates to the capital improvement schedule for public school facilities. The City of Sebring, in coordination with the School Board of Highlands County, Highlands County and the other municipalities within Highlands County, shall annually update its tracking of public school facilities capital improvements by using the adopted school district five-year district facilities work program reflecting the School District of Highlands County capital improvements schedule to ensure maintenance of a financially feasible capital improvements schedule and to ensure that LOS standards will continue to be achieved and maintained during the five (5) year planning period. Annual program amendments shall include the addition of a new fifth year to the school district five-year district facilities work program, updating of the financially feasible school district of Highlands County capital improvements schedule, coordinating the program with the school district five-year district facilities work program, the plans for other local governments, and, as necessary, updates to the concurrency service area map. The annual plan amendments shall ensure that the School Board of Highlands County capital improvements schedule continues to be financially feasible and that the LOS standards will continue to be achieved and maintained. *(Policy 11.3 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

OBJECTIVE CIE -10- FUNDING SOURCES AND FACILITIES PROVISION FOR PUBLIC SCHOOLS: Support supplemental and alternative sources for school capital funding. *(Objective CIE 12 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

Policy 10.1: Alternative funding strategies. The City of Sebring will cooperate with the School Board of Highlands County in the research and utilization of alternative funding for school capital needs, including, but not limited to, capacity enhancement agreements, educational benefit units, and community development districts. *(Policy 12.1 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

Policy 10.2: Public/private partnerships. The City of Sebring will cooperate with the school Board of Highlands County to encourage the private sector to identify and implement creative solutions, such as joint use facilities and alternative design, as well as requiring land dedication and requiring adequate school facilities in residential developments. *(Policy 12.2 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

Policy 10.3: Support for creative partnerships. The City of Sebring will cooperate with the School Board of Highlands County by giving priority consideration for development approvals when property owners provide donation of site(s), reservation or sale of school sites at pre-development prices, construction of new facilities or renovations to existing facilities, and providing transportation alternatives. *(Policy 11.3 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

SCHEDULE OF CAPITAL IMPROVEMENTS

Contents of Schedule of Capital Improvements

1. Overview of Changes to the F/Y 2009 Capital Improvements Budget
2. Tables 1 & 2 for FY 2010 - 2014

1. OVERVIEW OF CHANGES TO THE F/Y 2009 CAPITAL IMPROVEMENTS BUDGET

Summary of major item/changes on the F/Y 2010 Budget
(This list represents major budget items only)

- **Streetscape IX:** $750K moved from F/Y 2009 to F/Y 2010
- **Washington Heights** Playground: $200K moved from F/Y 2010 to F/Y 2011
- **CDBG Projects:** $750K moved from F/Y 2011 to F/Y 2012 and $750K added to F/Y 2014
- **Surface Water Study/SW Retro:** $250K in F/Y 2010 changed to $25K and $50K in F/Y budgeted for F/Y 2014.
- **MISC Storm Drain Repairs:** $25K budgeted for F/Y 2010 and $20K moved from 2011 and 2013 to 2012 and 2014.
- **Storm Drain Indian Streets:** $100K removed from F/Y 2010
- **Cemetery Improvements:** $80K over 4 years removed from Budget
- **Roads Resurfacing:** $100K in 2010 changed to $60K
- **Sidewalk Construction:** $100K in 2010 changed to $50K
- **Park Street Cleanup:** $105K added to 2010
- **Phase II Sebring PKWY:** $250K changed to $500K for FY 2010
- **Park Street Ground Storage Tank:** $165K added to FY 2010
- **Lakewood Water Extensions:** $500K moved from 2010 to 2011
- **New Water Treatment Plant:** $2.35M moved from 2010 to 2011
- **PIG Sewer Force Mains:** $100K moved from 2010 to 2011
- **Fiberglass Liners Manhole and lift stations:** $252K and $212K moved from 2010 to 2011
- **Update Lift Stations** $50K added to 2010
- **Lift Station Pump Upgrades Airport & HUC**: $67K and $75K from 2010 to 2011

2. TABLES OF CAPITAL IMPROVEMENTS

CITY OF SEBRING
CAPITAL IMPROVEMENT PLAN - INFRASTRUCTURE
FISCAL YEARS 2021-2022 THROUGH 2025-2026

	PROJECT	FY 21-22 BUDGET	FY 22-23 BUDGET	FY 23-24 BUDGET	FY 24-25 BUDGET	FY 25-26 BUDGET	TOTAL TO DATE
	FY21-22						
	Charlie Brown Tennis Court Renovation	$ 75,000.00					**$ 75,000.00**
	Charlie Brown Paddleball Court Renovations	$ 25,000.00					
	Golfside Dr. Drainage Improvements	$218,789.97					
	Crescent Dr. Paving	$ 16,982.40					**$ 16,982.40**
	N. Franklin St. Drainage Improvements	$149,122.44					**$ 149,122.44**
	Taseschee Dr. Drainage & Paving	$146,597.02					
	DeSoto PL Paving	$ 16,982.40					
	Imperial Ln Paving	$ 32,184.70					
	Greenacre Dr. Paving	$ 17,862.45					
	Kingswood Dr. Paving	$ 20,380.85					
	Blue Bonnet Dr. Paving	$ 20,607.45					
	Persimmon Paving	$ 23,930.38					
	Washington St. & Shirley Paving	$ 21,000.00					
	Sidewalks	$ 65,000.00					
							$ -
							$ -
	FY22-23						**$ -**
	Orange Blossom & Wolfe Retention		$ 75,000.00				**$ 75,000.00**
	PW Office Bldg Repairs		$ 50,000.00				**$ 50,000.00**
	PW Building Replacement		$ 40,000.00				**$ 40,000.00**
*	Lake Jackson (Lakeview Drainage)		$ 18,000,000.00				**$ 18,000,000.00**
	Greenway & Minerva Drainage		$ 25,000.00				**$ 25,000.00**
	Rainbow & Youth Care Ln. Drainage		$ 25,000.00				**$ 25,000.00**
	Minerva & Howard Drainage		$ 25,000.00				**$ 25,000.00**
	Sidewalks		$ 65,000.00				**$ 65,000.00**
							$ -
	ANNUAL TOTAL	**$849,440.06**	**$ 18,305,000.00**	**$ -**	**$ -**	**$ -**	**$ 19,154,440.06**
	PROJECT REVENUE SOURCE						

APPENDIX G

TOWN OF LAKE PLACID

CAPITAL IMPROVEMENTS ELEMENT
CAPITAL IMPROVEMENTS SCHEDULE

TOWN OF LAKE PLACID

Highlands County, Florida

2030 Comprehensive Plan

Capital Improvements Element

(Adopted: January 14, 2013
Amended thru: December 13, 2022)

TOWN OF LAKE PLACID

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES

GOAL 1: PROVIDE AND MAINTAIN PUBLIC FACILITIES CONCURRENT WITH, OR PRIOR TO, THE IMPACTS OF DEVELOPMENT TO MAINTAIN THE ADOPTED LEVEL OF SERVICE STANDARDS.

OBJECTIVE 1: THE TOWN SHALL IMPLEMENT A CAPITAL FINANCIAL STRATEGY (CFS) BY SCHEDULING AND FUNDING THE CONSTRUCTION OF PUBLIC FACILITIES TO CORRECT EXISTING DEFICIENCIES, SERVE PROJECTED FUTURE GROWTH NEEDS, AND REPLACE OBSOLETE AND WORN-OUT FACILITIES, IN ACCORDANCE WITH A SCHEDULE OF CAPITAL IMPROVEMENTS.

Policy 1.1: The Capital Improvements Element, Schedule of Capital Improvements, and 10- Year Capital Financial Strategy (CFS) shall be reviewed on an annual basis and modified, as necessary, consistent with s.163.3177(3) and s.163.3187(2), Florida Statutes. The 10-Year Capital Financial Strategy (CFS), which shall be reviewed on an annual basis and modified, as necessary, shall be included as a reference and be located in the Technical Support Document of the adopted Comprehensive Plan.

Policy 1.2: Each fiscal year the Town shall include in the appropriations of its annual budget all the projects listed in the Schedule of Capital Improvements for expenditure during the appropriate fiscal year.

Policy 1.3: All projects proposed to be added to the Schedule of Capital Improvements shall be evaluated with criteria that consider:

a. the elimination of public hazards;

b. the elimination of mitigation of existing facility capacity deficits;

c. the need to repair or replace existing capital facilities;

d. the impact on the Town's annual budget;

e. relationship to future growth patterns depicted on the Future

Land Use Map;

f. the accommodation of new development and redevelopment; and

g. the implementation of programs and practices addressed in other elements of the Comprehensive Plan.

Policy 1.4: A plan amendment shall be required to eliminate, defer, or delay a project if the improvement has been relied on in the issuance of a development order.

Policy 1.5: The Town's Capital Improvements Element shall be reviewed annually and updated as necessary to reflect proportionate fair-share contributions.

Policy 1.6: The Town is responsible for ensuring the financial feasibility of all capital improvements in the adopted Capital Improvements Element.

Policy 1.7: The Town shall have a 10 Year Capital Financial Strategy. The years 1 through 5 years should be financially feasible. Years 6 through 10 shall have potential revenues.

OBJECTIVE 2: THE TOWN SHALL COORDINATE THE LAND USE DECISIONS AND AVAILABLE OR PROJECTED FISCAL RESOURCES WITH A SCHEDULE OF CAPITAL IMPROVEMENTS WHICH MAINTAINS ADOPTED LEVEL OF SERVICE STANDARDS AND MEETS THE EXISTING OR FUTURE FACILITY NEEDS.

Policy 2.1: The minimum level of service standards for public facilities shall be as follows:

a. Arterial and collector road segments - The Town shall maintain a minimum level of service of "C" for arterial and collector road segments for peak hour traffic flow except as otherwise stated in the Town's Technical Standards Manual or as provided in the LPRP.

b. Wastewater - The Town shall provide a level of service of 130 gallons per capita per day for existing and future development in the sanitary sewer service area.

c. Solid waste - The Town shall provide a service to collect and dispose of 6.6 pounds per person per day of solid waste.

d. Stormwater management systems within the Town shall meet the minimum design standard (level of service) as required by the rules and guidelines of the SWFWMD unless otherwise provided by the

LDRs or specific development approvals.

e. Potable water - The Town shall provide a level of service of 148 gallons per capita per day.

f. Public Parks – The Town shall provide 10 acres per 1,000 residents.

Policy 2.2: The Town shall coordinate the location and timing of public facilities construction with the plans of state agencies, Highlands County, the Florida Department of Transportation, and the Southwest Florida Water Management District.

OBJECTIVE 3: THE SCHEDULE OF CAPITAL IMPROVEMENTS SHALL DEMONSTRATE THE TOWN'S ABILITY TO PROVIDE PUBLIC FACILITIES TO MEET THE NEEDS OF THE EXISTING AND PROJECTED FUTURE POPULATION.

Policy 3.1: The timing and costs of facilities identified in the Schedule of Capital Improvements and CFS shall reflect realistic estimates of currently available funding sources.

Policy 3.2: The Town shall not accept financing for public improvements if the terms of repayment exceed the projected life of the improvement.

Policy 3.3: Total debt service for general obligation debt shall not exceed 500% of net operating revenues.

Policy 3.4: The Town shall continue to implement development review procedures which require new development to fund a proportionate amount of the public facility costs required to support the impacts of such development.

Policy 3.5: The Town shall continue to coordinate with Highlands County regarding the County's impact fee program.

Policy 3.6: The Town hereby adopts, by reference, the Southwest Florida Water Management District Regional Water Supply Plan and District Management Plan and the Florida Department of Transportation Five-Year Work Program. Into the Town's Five-Year Schedule of Capital Improvements.

Policy 3.7: The Town hereby incorporates its Ten-Year Water Supply Facilities Work Plan as a technical support document into this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015. Financially feasible projects identified in the Work, and all subsequent

updates thereto, shall be included in the annual update of the Town's Five-Year Capital Improvements schedule where identified for implementation in the first five (5) years of the Ten-Year Water Supply Plan.

OBJECTIVE 4: **THE TOWN SHALL ENSURE THAT THE DEMAND ON PUBLIC FACILITIES CREATED BY PREVIOUSLY ISSUED DEVELOPMENT ORDERS FOR FUTURE DEVELOPMENT DOES NOT EXCEED THE TOWN'S OR SERVICE PROVIDER'S ABILITY TO FUND AND PROVIDE THE NECESSARY PUBLIC FACILITIES, SERVICES, AND SUITABLE LAND FOR UTILITIES, AS STATED IN THE CONCURRENCY MANAGEMENT SYSTEM SECTION.**

Policy 4.1: The Town shall ensure that concurrency requirements will be satisfied prior to the issuance of permits for development and redevelopment, acknowledging that payment of impact fees or infrastructure improvements in lieu of impact fees as specified in the Town's Land Development Regulations.

GOAL 2: PROVIDE FOR A FINANCIALLY FEASIBLE SCHEDULE OF CAPITAL IMPROVEMENTS FOR PUBLIC SCHOOL FACILITIES.

OBJECTIVE 5: **CAPITAL IMPROVEMENTS PLANNING FOR PUBLIC SCHOOL.**

ENSURE THAT EXISTING DEFICIENCIES AND FUTURE NEEDS ARE ADDRESSED CONSISTENT WITH THE ADOPTED LOS STANDARDS FOR PUBLIC SCHOOLS.

Policy 5.1: School Board of Highlands County Financially Feasible Five Year Capital Improvement Program. The Town of Lake Placid (Lake Placid) hereby incorporates by reference the School Board of Highlands County Financially Feasible Capital Improvement Program as found in the Data Inventory & Analysis of this Element and as included in the School Board of Highlands County's currently adopted School District Five Year Facilities Work Program for the years 2015/2016 through 2019/2020 as adopted by the School Board of Highlands County on August 8, 2015, authored by the School Board of Highlands County, that includes school capacity sufficient to meet anticipated student demands projected by the County, in consultation with the School Board's projections of student enrollment based on the adopted LOS standards for public schools.

Policy 5.2: Adopted Level of Service Standard for Highlands County Public Schools. The LOS is defined as school enrollment as a percentage of school student capacity based upon the Florida Inventory of School Houses (FISH). The LOS standard is the maximum level of school utilization that

will be permitted in the Highlands County School District. The LOS shall be established for all school types within the Highlands County School District as: 100% of permanent FISH capacity.

Policy 5.3: Annual Updates to the Capital Improvements Program for Public School Facilities. Lake Placid, in coordination with the School Board of Highlands County, Highlands County and municipalities, shall annually update its tracking of public school facilities capital improvements by using the adopted School Board of Highlands County's Five-Year District Work Plan including the School Board's financially feasible Capital Improvement Program to ensure maintenance of a financially feasible capital improvements program and to ensure that LOS standards will continue to be achieved and maintained during the five (5) year planning period. Annual plan amendments shall include the addition of a new fifth year to the Five Year Schedule of Capital Improvements, updating of the financially feasible public schools capital facilities program, coordinating the program with the 5-year district facilities work plan, with the plans for other local governments, and, as necessary, updates to the concurrency service area maps. The annual Program amendments shall ensure that the capital improvements program continues to be financially feasible and that the level of service standards will continue to be achieved and maintained.

OBJECTIVE 6: FUNDING SOURCES AND FACILITIES PROVISION.

SUPPORT SUPPLEMENTAL AND ALTERNATIVE SOURCES FOR SCHOOL CAPITAL FUNDING

Policy 6.1: Alternative Funding Strategies. Lake Placid will coordinate with the School Board of Highlands County in its efforts to research and support alternative funding for school capital needs, including, but not limited to, capacity enhancement agreements, educational benefit units, and Community Development Districts.

Policy 6.2: Public/Private Partnerships. Lake Placid will coordinate with the School Board of Highlands County to encourage the private sector to identify and implement creative solutions, such as joint use facilities and alternative design, as well as requiring land dedication and requiring adequate school facilities in residential developments.

Policy 6.3: Support for Creative Partnerships. Lake Placid shall support the School Board of Highlands County by giving consideration for development approvals when property owners provide donation of site(s), reservation or sale of school sites at pre-development prices, construction of new facilities or renovations to existing facilities, and providing transportation alternatives.

Town of Lake Placid
Five (5) Year: Capital Improvement Schedule
Fiscal Years: 2021/2022 through 2025/2026

Project Name/ Description	Funding Source	Priority for Funding	Project Cost	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Totals
Utility -Water									
Utility - Water									
Software	Town Gen. Fund	High	$ 7,000	$ 7,000					$ 7,000
Utility - Vehicle	Town Gen. Fund	High	$ 55,000	$ 55,000					$ 55,000
Lines & Meters	Town Gen. Fund	High	$ 10,000	$ 10,000					$ 10,000
Public Works									
Sanitation									
Sanitation - Garbage bins	Town Gen. Funds	High	$ 43,645	$ 43,645					$ 43,645
Sanitation - Equipment	Town Gen. Funds	Low	$ 19,500	$ 19,500					$ 19,500
Parks									
Lake June Park - Equip	Town Gen. Funds	High	$ 44,826	$ 44,826					$ 44,826
Facility Maintenance (KLPB)	Town Gen. Funds	High	$ 8,072	$ 8,072					$ 8,072
	Town Gen. Funds		$ -	$ -					$ -
Transportation									
Transportation - Street lighting Project	CRA Funds	High	$ 6,000	$ 6,000					$ 6,000
Transportation - Paving	CRA Funds	High	$ 50,000	$ 50,000					$ 50,000
Plaza Ave. - Paving	CRA Funds		$ -	$ -					$ -
Wirick Road - Paving	CRA Funds		$ -	$ -					$ -
Tower Sidewalk	CRA Funds		$ -	$ -					$ -
Interlake Blvd. - Resurface	FDOT		$ -	$ -	$ -				$ -
Parks & Recreation									
Lake June Park									
Restroom & Pavillion Phase 2	RPAC	Low	$ 165,649	$ 140,802	$ -	$ -	$ -	$ -	$ 165,649
	Town Gen. Funds	Low		$ 24,847	$ -	$ -	$ -	$ -	
Totals			**$ 409,692**	**$ 409,692**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 409,692**

Town of Lake Placid
Five (5) Year: Capital Improvement Schedule
Fiscal Years: 2021/2022 through 2025/2026

REVENUE SOURCES

Funding Source/ Department/ Project Name/ Descriptio	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Totals
RPAC						
Parks & Recreation-Lake June Park - Phase 2	$ 140,802	$ -	$ -	$ -	$ -	$ 140,802
	$ 140,802	$ -	$ -	$ -	$ -	$ 140,802
Town Gen. Funds						
Utility - Vehicle	$ 55,000					$ 55,000
Utilities/Water- Software	$ 7,000					$ 7,000
Sanitation - Garbage bins	$ 43,645					$ 43,645
Sanitation - Equipment	$ 19,500					$ 19,500
Utilities/Water-Lines & Meters	$ 10,000					$ 10,000
Lake June Park - Equipment	$ 44,826					$ 44,826
Facility Maintenance (KLPB)	$ 8,072					$ 8,072
Parks & Recreation-Lake June Park - Phase 2	$ 24,847					$ 24,847
	$ 212,890	$ -	$ -	$ -	$ -	$ 212,890
CRA Funds						
Transportation- Dal Hall Blvd. - Street Lighting Project	$ 6,000					$ 6,000
Transportation- Hendricks Ave. - Paving	$ 50,000					$ 50,000
Transportation- Plaza Ave. - Paving	$ -					$ -
Transportation- Wirick Road - Paving	$ -					$ -
Tower Sidewalk	$ -					$ -
	$ 56,000	$ -	$ -	$ -	$ -	$ 56,000
SCOP						
Transportation-Green Dragon Drive - Resurface	$ -	$ -				$ -
	$ -	$ -	$ -	$ -	$ -	$ -
FDOT						
Transportation- Interlake Blvd. - Resurface	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -
All Funding Sources Totals	**$ 409,692**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 409,692**

Town of Lake Placid
Ten (10) Year: Capital Financial Strategy
Fiscal Years: 2021/2022 through 2030/2031

Project Name/ Description	Comp Plan	Funding Source	Priority for Funding	Project Cost	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Totals	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	Totals
Utility -Water																
Utility - Water																
Software		Town Gen. Fund	Low	$ 7,000	$ 7,000					$ 7,000						$ 7,000
Vehicle		Town Gen. Fund	High	$ 55,000	$ 55,000					$ 55,000						$ 55,000
Lines & Meters		Town Gen. Fund	High	$ 10,000	$ 10,000					$ 10,000						$ 10,000
Public Works																
Sanitation																
Garbage bins		Town Gen. Funds	High	$ 43,645	$ 43,645	$ -				$ 43,645						$ 43,645
Equipment		Town Gen. Funds	High	$ 19,500	$ 19,500					$ 19,500						$ 19,500
Transportation																
Street lights		CRA Funds	Low	$ 6,000	$ 6,000					$ 6,000						$ 6,000
Paving		CRA Funds	High	$ 50,000	$ 50,000					$ 50,000						$ 50,000
Wirick Road - Paving		CRA Funds	High	$ -	$ -					$ -						$ -
Tower Sidewalk		CRA Funds	High	$ -	$ -					$ -						$ -
Interlake Blvd. - Resurface		FDOT	High	$ -	$ -	$ -				$ -						$ -
Parks & Recreation																
Lake June Park																
Restroom		RPAC	High	$ 165,649	$ 140,802					$ 218,547						$ 218,547
		Town Gen. Funds	High		$ 24,847											
		Town Gen. Funds	High	$ 44,826	$ 44,826											
		Town Gen. Funds	High	$ 8,072	$ 8,072											
Totals				$ 409,692	$ 409,692	$ -	$ -	$ -	$ -	$ 409,692	$ -	$ -	$ -	$ -	$ -	$ 409,692

Town of Lake Placid
Ten (10) Year: Capital Financial Strategy
Fiscal Years: 2021/2022 through 2030/2031

REVENUE SOURCES

Funding Source/ Department/ Project Name/ Description	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Totals	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	Totals
RPAC												
Parks & Recreation-Lake June Park - Phase 2	$ 140,802					$ 140,802						$ 140,802
	$ 140,802	$ -	$ -	$ -	$ -	$ 140,802	$ -	$ -	$ -	$ -	$ -	$ 140,802
Town Gen. Funds												
Utility Vehicle	$ 55,000					$ 55,000						$ 55,000
Utilities/Water- Software	$ 7,000					$ 7,000						$ 7,000
Utilities/Water-Lines & Meters	$ 10,000					$ 10,000						$ 10,000
Sanitation - Garbage bins	$ 43,645					$ 43,645						$ 43,645
Sanitation - Equipment	$ 19,500					$ 19,500						$ 19,500
Lake June Park - Equipment	$ 44,826					$ 44,826						$ 44,826
Facility Maintenance (KLPB)	$ 8,072					$ 8,072						$ 8,072
Parks & Recreation-Lake June Park - Phase 2	$ 24,847					$ 24,847						$ 24,847
	$ 212,890	$ -	$ -	$ -	$ -	$ 212,890	$ -	$ -	$ -	$ -	$ -	$ 212,890
CRA Funds												
Transportation- Dal Hall Blvd. - Street Lighting Project	$ 6,000					$ 6,000						$ 6,000
Transportation- Hendricks Ave. - Paving	$ 50,000					$ 50,000						$ 50,000
Transportation- Plaza Ave. - Paving	$ -					$ -						$ -
Transportation- Wirick Road - Paving	$ -					$ -						$ -
Tower Sidewalk	$ -					$ -						$ -
	$ 56,000	$ -	$ -	$ -	$ -	$ 56,000	$ -	$ -	$ -	$ -	$ -	$ 56,000
SCOP												
Transportation-Green Dragon Drive - Resurface	.	$ -				$ -						$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FDOT												
Transportation- Interlake Blvd. - Resurface	.	$ -	$ -			$ -						$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
All Funding Sources Totals	**$ 409,692**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 409,692**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 409,692**

APPENDIX H

SPRING LAKE IMPROVEMENT DISTRICT

ANTICIPATED PHASING SCHEDULE

Anticipated Phasing Schedule for the Spring Lake Improvement District (SLID) Conceptual Permit						
Phase	Description	Anticipated Begin Date	# days	Anticipated End Date	Anticipated Certification & Closeout Date	Benefit to District
2A.	Expand Lakes on Existing Golf Course and tie into SLID system with appropriate control structures (if necessary)					Additional Surface Water area and therefore additional Water Quality, may be contingent on whether 150% Water Quality requirement is enforced.
	Funding, Purchase & Survey	6/30/2014	310	5/6/2015		
	Prepare Construction Plans & Permit applications	5/6/2015	150	10/2/2015		
	Permitting	10/3/2015	90	1/1/2016		
	Bid and Award Job to Contractor	1/1/2016	90	3/31/2016		
	Construction & Easement recordation	3/31/2016	270	12/26/2016		
	Closeout	12/26/2016	14	1/9/2017	1/9/2017	
	* Permit begin date set at approximately 21 months after closeout of previous phase to give 3 months leeway (24 months would render the conceptual expired)					
2B.	Misc. Improvements to WQ and Conveyance in Areas South of U.S. 98					Resolve any Water Quality Deficiencies
	Funding, Purchase & Survey	3/31/2016	250	12/6/2016		
	Prepare Construction Plans & Permit Applications	12/6/2016	210	7/4/2017		
	Permitting	7/4/2017	90	10/2/2017		
	Bid and Award Job to Contractor	10/2/2017	90	12/31/2017		
	Construction	12/31/2017	180	6/29/2018		
	Closeout	6/29/2018	14	7/13/2018	7/13/2018	
3	Desilt canals and upgrade cross sections to District standards (if necessary)					Conformance with Standard bank cross sections and limit future erosion
	Funding, Purchase & Survey	12/31/2017	310	11/6/2018		
	Prepare Construction Plans & Permit Applications	11/6/2018	150	4/5/2019		
	Permitting	4/5/2019	90	7/4/2019		
	Bid and Award Job to Contractor	7/4/2019	90	10/2/2019		
	Construction	10/2/2019	240	5/29/2020		
	Closeout	5/29/2020	14	6/12/2020	6/12/2020	
4	Revisit Stormwater Management System and Recalibrate Efforts (if necessary)					Overall approval with coordinated guidelines for future development enforceable by SLID or Highlands County
	Compile summary of completed efforts and WQ features in place	6/12/2020	90	9/10/2020		
	Meet with SFWMD to determine course of continued action	9/10/2020	14	9/24/2020		
	Prepare guidelines for future development	9/24/2020	90	12/23/2020		
	Overall Conceptual Permit Closeout unless “standing conceptual” is an option	12/23/2020	30	1/22/2021	1/22/2021	

Source: SLID Conceptual Permit Application, October 2009.
Note: This phasing schedule is valid as of February 2022 per Clay R. Shrum, SLID Director of Operations

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER:	**County Administrator Randy Vosburg with Attorney J. Michael Swaine**
SUBJECT/TITLE:	**Request adoption of Resolution 21-22-111 of the Board of County Commissioners of Highlands County, Florida approving the issuance by the Highlands County Health Facilities Authority (the "Authority") of its Revenue Bonds (AdventHealth Obligated Group) in an aggregate principal amount not to exceed $350,000,000, in one or more series over the longest period permitted by law for the benefit of Adventist Health System/Sunbelt, Inc., a Florida not-for-profit corporation, and certain affiliated not-for-profit corporations.**

STATEMENT OF ISSUE

The Highlands County Health Facilities Authority held a TEFRA (Tax Equity and Fiscal Responsibility Act of 1982) hearing on May 4, 2022 the proposed issuance under a plan of finance by the Authority of its Revenue Bonds (AdventHealth Obligated Group) in an aggregate principal amount not to exceed $350,000,000, in one or more series over the longest period permitted by law for Adventist Health System/Sunbelt, Inc. and certain of its related health facilities. A copy of the resolution is attached.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-111 of the Board of County Commissioners of Highlands County, Florida approving the issuance by the Highlands County Health Facilities Authority (the "Authority") of its Health Facilities Revenue Bonds (AdventHealth Obligated Group) in an aggregate principal amount as described in the Resolution and in each instance for the benefit of the Adventist Health System/Sunbelt, Inc., a Florida not-for-profit corporation, and certain affiliated not-for-profit corporations.

FISCAL IMPACT

Section 3 of the proposed Resolution expressly provides that any bonds that may be issued do not constitute a debt, liability or obligation of Highlands County or the State and will not obligate any tax money for the repayment.

Attachments: 2022_Highlands_TEFRA_Resolution_4891-7626-1918_v2.SGSfinal.docx

RESOLUTION NO. 21-22-111

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA APPROVING THE ISSUANCE BY THE HIGHLANDS COUNTY HEALTH FACILITIES AUTHORITY (THE "AUTHORITY") OF ITS REVENUE BONDS (ADVENTHEALTH OBLIGATED GROUP) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $350,000,000, IN ONE OR MORE SERIES OVER THE LONGEST PERIOD PERMITTED BY LAW, FOR THE BENEFIT OF ADVENTIST HEALTH SYSTEM/SUNBELT, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AND CERTAIN AFFILIATED NOT-FOR-PROFIT CORPORATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL; PROVIDING FOR NO OBLIGATION BY HIGHLANDS COUNTY; PROVIDING FOR INTERNAL REVENUE CODE REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Highlands County Health Facilities Authority (the "Authority") has been created by the Board of County Commissioners of Highlands County, Florida (the "Board of County Commissioners") pursuant to the Health Facilities Authorities Law, Part III of Chapter 154 of the Florida Statutes, as amended (the "Act"), and is authorized under the Act, and particularly Section 154.247 thereof, to issue revenue bonds for the purpose of financing and refinancing health care facilities for not-for-profit corporations located within or without the State of Florida under the conditions prescribed in the Act; and

WHEREAS, Adventist Health System/Sunbelt, Inc., a Florida not-for-profit corporation ("Sunbelt"), has requested the Authority to issue its Revenue Bonds (AdventHealth Obligated Group) under a plan of finance in an aggregate principal amount not to exceed $350,000,000, in one or more series over the longest period permitted by law (the "Bonds"); and

WHEREAS, the proceeds of the Bonds will be used to (a) finance, refinance, or reimburse the costs of acquiring, constructing, renovating and equipping certain health care facilities at the locations listed below (the "Project"), (b) refund all or a portion of Kansas Development Finance Authority Hospital Revenue Refunding Bonds, Series 2012A (Adventist Health System/Sunbelt Obligated Group), issued in the original aggregate principal amount of $276,965,000, all of which is currently outstanding (the "Series 2012A Bonds"), (c) refund all or a portion of Highlands County Authority Hospital Revenue Refunding Bonds, Series 2012C (Adventist Health System/Sunbelt Obligated Group), issued in the original aggregate principal amount of

$74,580,000, $42,220,000 of which is currently outstanding (the "Series 2012C Bonds," and together with the Series 2012A Bonds, the "Prior Bonds"); and

WHEREAS, the proceeds of the Prior Bonds, together with certain other moneys, were used to: (i) finance or refinance the costs of acquiring, constructing, renovating and equipping the health care facilities of the not for profit corporations listed below, (ii) establish certain debt service reserve funds for a portion of the Prior Bonds, and (iii) pay certain costs of issuance of the Prior Bonds; and

WHEREAS, the Bonds will be qualified 501(c)(3) bonds (as defined in Section 145 of the Internal Revenue Code of 1986, as amended), and the proceeds of the Prior Bonds and the Bonds were or will be used to finance, refinance or reimburse the costs of acquiring, constructing, improving or renovating the facilities (including related land improvement costs) listed below and the costs of acquiring and installing equipment (including, but not limited to, medical equipment, computer equipment, office equipment and general building equipment and fixtures) used or to be used at the facilities listed below. The initial owner or principal user, a general functional description of the type and use of the facility and the location of each such facility to be financed or refinanced with the proceeds of the Bonds are listed below. Additionally, the estimated maximum aggregate principal amount of new money proceeds of the Bonds to be issued with respect to each such facility, if any, are listed below.

I. FLORIDA FACILITIES

A. Facilities initially owned, or to be owned or principally used by Sunbelt:

1. AdventHealth Orlando (including AdventHealth For Women and AdventHealth for Children located on campus), a 1,364-bed acute care hospital located at 601 East Rollins Street, Orlando, Florida, and the related land, parking garages, office buildings, college of health science buildings, warehouses and other buildings located on the AdventHealth Orlando hospital campus bordered generally by Wilkinson Street, Westchester Avenue and Evans Street on the north, Interstate 4 on the west, Princeton Street on the south and Mills Avenue (Highway 17-92) on the east (excluding 2201, 2800 and 2905 McRae Avenue, 600, 726 and 732 Wilkinson Street, 2916 Sanitarium Avenue, 2800, 2901, 2909 and 2921 N. Orange Avenue, and 710 Rollins Street, as well as the property encompassing Lockhaven Park and Art Center, the Orlando Science Center and the Orange County Historical Museum), which campus includes the following mailing addresses: 2212 and 2228 North Alden Street, 2200-2414 Bedford Road, 500 and 601 East Rollins Street, 525, 529 and 800 Lake Estelle Drive, 501 and 525 East King Street, 2905 Sanitarium Drive, 615 East Princeton Street, 2215-2305 McRae Avenue and 2201-2415 and 2501 North Orange Avenue; and, in addition, the properties located at 235 and 301 East Princeton Street, 2500, 2520, 2604 and 2608 North Orange Avenue, Orlando, Florida. It is expected that not more than $20,000,000 in aggregate principal amount of the Bonds will be spent on the portion of the Project allocable to the facilities described in this paragraph. A portion of the facilities described in this paragraph are also being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds;

2. AdventHealth East Orlando, a 295-bed acute care hospital located at 7727 Lake Underhill Drive, Orlando, Florida. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds;

3. AdventHealth Apopka, a 120-bed acute care hospital and related medical clinics and medical office buildings located at 2100 Ocoee-Apopka Road, Apopka, Florida. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds;

4. AdventHealth Altamonte, a 393-bed acute care hospital and related medical office buildings located at 601, 608, 661, 701 and 711 East Altamonte Drive and 201 Park Place, Altamonte Springs, Florida. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds;

5. AdventHealth Kissimmee, a 162-bed acute care hospital located at 2450 North Orange Blossom Trail, Kissimmee, Florida. It is expected that not more than $10,000,000 in aggregate principal amount of the Bonds will be spent on the portion of the Project allocable to the facilities described in this paragraph. A portion of the facilities described in this paragraph are also being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds;

6. AdventHealth Celebration, a 237-bed acute care hospital located at 400 Celebration Place, Celebration, Florida. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds;

7. AdventHealth Winter Park, a 422-bed acute care hospital located at 200 North Lakemont Avenue, Winter Park, Florida. It is expected that not more than $10,000,000 in aggregate principal amount of the Bonds will be spent on the portion of the Project allocable to the facilities described in this paragraph. A portion of the facilities described in this paragraph are also being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds;

8. AdventHealth Lake Placid, a 33-bed acute care hospital located at 1210 U.S. Highway 27 North, Lake Placid, Florida. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds;

9. AdventHealth Sebring, a 171-bed acute care hospital located at 4200 Sun'N Lake Boulevard, Sebring, Florida. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds;

10. AdventHealth Wauchula, a 25-bed acute care hospital and related facilities located at 735 South 5th Avenue, Wauchula, Florida. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds; and

11. AdventHealth Zephyrhills, a 149-bed acute care hospital located at 7050 Gall Boulevard, Zephyrhills, Florida. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds.

B. Facility initially owned, or to be owned or principally used by Florida Hospital Waterman, Inc., a Florida not-for-profit corporation: AdventHealth Waterman, a 300-bed acute care hospital, located at 1000 Waterman Way, Tavares, Florida. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds.

C. Facility initially owned, or to be owned or principally used by Southwest Volusia Healthcare Corporation, a Florida not-for-profit corporation: AdventHealth Fish Memorial, a 164-bed acute care hospital and outpatient medical center located at 1055 Saxon Boulevard, Orange City, Florida. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds.

D. Facilities initially owned, or to be owned or principally used by Memorial Health Systems, Inc., a Florida not-for-profit corporation: AdventHealth Daytona Beach, a 362-bed acute care hospital and related medical clinics, offices and ancillary facilities located at 301 Memorial Medical Parkway, Daytona Beach, Florida. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds.

E. Facility initially owned, or to be owned or principally used by Memorial Hospital Flagler, Inc., a Florida not-for-profit corporation: AdventHealth Palm Coast, a 99-bed acute care hospital located at 60 Memorial Medical Parkway, Palm Coast, Florida. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds.

F. Facility initially owned, or to be owned or principally used by Memorial Hospital—West Volusia, Inc., a Florida not-for-profit corporation: AdventHealth Deland, a 164-bed acute care hospital located at 701 Plymouth Avenue, Deland, Florida. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds.

G. Facilities initially owned or principally used by Pasco-Pinellas Hillsborough Community Health System, Inc., a Florida not-for-profit corporation: AdventHealth Wesley Chapel, a 145-bed acute care hospital facility and related medical clinics and medical office buildings, located at 2600 Bruce B. Downs Boulevard, Wesley Chapel, Florida. It is expected that not more than $20,000,000 in aggregate principal amount of the Bonds will be spent on the portion of the Project allocable to the facilities described in this paragraph.

H. Facilities initially owned or principally used by Florida Hospital Ocala, Inc., a Florida not-for-profit corporation: AdventHealth Ocala, a 425-bed acute care hospital and related medical clinics, offices, parking and ancillary facilities located on the AdventHealth Ocala Campus, having a mailing address of 1500 Southwest 1st Avenue, Ocala, Florida, and bordered generally by Southwest 1st Avenue on the east, Southwest 15th Street on the south, Southwest 3rd Avenue on the west and Southwest 12th Avenue on the north. It is expected that not more than $30,000,000 in aggregate principal amount of the Bonds will be spent on the portion of the Project allocable to the facilities described in this paragraph.

I. Facility initially owned or principally used by Tarpon Springs Hospital Foundation, Inc., a Florida not-for-profit corporation: AdventHealth North Pinellas, a 161-bed acute care hospital facility and related medical clinics and medical office buildings located at 1395 South Pinellas Avenue, Tarpon Springs, Florida. It is expected that not more than $25,000,000 in aggregate principal amount of the Bonds will be spent on the portion of the Project allocable to the facilities described in this paragraph.

II. KANSAS FACILITY

Facility initially owned, or to be owned or principally used by Shawnee Mission Medical Center, Inc., a Kansas not-for-profit corporation: AdventHealth Shawnee Mission, a 504-bed acute care hospital located at 9100 West 74th Street, Merriam, Kansas. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds.

III. COLORADO FACILITIES

Facilities initially owned, or to be owned or principally used by PorterCare Adventist Health System, a Colorado nonprofit corporation:

1. Avista Adventist Hospital, a 114-bed acute care hospital located at 100 Health Park Drive, Louisville, Colorado. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds;

2. Littleton Adventist Hospital, a 231-bed acute care hospital located at 7700 South Broadway, Littleton, Colorado. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds;

3. Porter Adventist Hospital, a 368-bed acute care hospital located at 2525 South Downing Street, Denver, Colorado. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds; and

4. Parker Adventist Hospital, a 170-bed acute care hospital located at 9395 Crown Crest Boulevard, Parker, Colorado. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds.

5. Castle Rock Adventist Hospital, a 55-bed acute care hospital and related medical clinics and medical office buildings located at 2350 Meadows Boulevard, Castle Rock, Colorado. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds.

IV. GEORGIA FACILITY

Facility initially owned, or to be owned or principally used by Adventist Health System Georgia, Inc., a Georgia not-for-profit corporation: AdventHealth Gordon, a 65-bed acute care hospital located at 1035 Red Bud Road, N.E., Calhoun, Georgia. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds.

V. KENTUCKY FACILITY

Facility initially owned, or to be owned or principally used by Memorial Hospital, Inc., a Kentucky not-for-profit corporation: AdventHealth Manchester, a 63-bed acute care hospital located at 210 Marie Langdon Drive, Manchester, Kentucky. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds.

VI. NORTH CAROLINA FACILITY

Facility initially owned, or to be owned or principally used by Fletcher Hospital, Incorporated, a North Carolina not-for-profit corporation: AdventHealth Hendersonville, a 103-bed acute care hospital located at 100 Hospital Drive, Hendersonville, North Carolina. A portion of the facilities described in this paragraph are being refinanced with the proceeds of the Bonds through the refunding of the Prior Bonds.

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires the approval of the issuance of the Bonds by the Board of County Commissioners, as the "applicable elected representative" under Section 147(f) of the Code, after a public hearing following reasonable public notice; and

WHEREAS, attached hereto as **Exhibits "A" and "B"**, respectively, are copies of the publisher's affidavit evidencing publication of the Notice of Public Hearing and the Minutes of a Public Hearing held by the Authority on May 4, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF 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. The issuance by the Authority of the foregoing Bonds under its plan of finance described above, in an aggregate principal amount not to exceed $350,000,000 in one or more series over the longest period permitted by law, and for the purposes set forth above, is hereby approved.

SECTION 3. No Obligation by Highlands County. The Bonds shall not constitute a debt, liability or obligation of Highlands County, Florida or of the State of Florida or of any political subdivision thereof or a pledge of the faith and credit or any taxing power of Highlands County, Florida or of the State of Florida or of any political subdivision thereof, but shall be limited obligations of the Authority payable solely from and secured by a pledge of payments made by the borrowers of such Bond proceeds.

SECTION 4. Internal Revenue Code Requirements. The approval given herein shall be solely for the purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code and shall not be construed as an approval of any zoning application or any regulatory permit required in connection with the issuance of the Bonds or creating any vested rights with respect to any land use regulations, and the Board of County Commissioners shall not be construed by virtue of its adoption of this Resolution to have waived, or be estopped from asserting, any rights or responsibilities it may have in that regard.

SECTION 5. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of May, 2022.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The undersigned does hereby certify that the attached is a true and correct copy of the Resolution duly adopted by the Board of County Commissioners of Highlands County, Florida (the "Board") at its meeting held on May 17, 2022.

The undersigned further certifies that the ayes and nays taken on passage of the Resolution have been entered in the minutes of the Board and that provision has been made for the preservation of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the Board this 17th day of May, 2022.

[SEAL]

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 05/17/2022

PRESENTER:	**Liz Barber, Legislative Affairs & Grants Coordinator** **Brandon Gunn, ARPA Project Manager**
SUBJECT/TITLE:	**Quarterly Update on the American Rescue Plan Act (ARPA) Projects**

STATEMENT OF ISSUE

Presentation on the American Rescue Plan Act (ARPA) projects, including a progress update on the projects that have been included in the previously approved spending plan.

In addition, County staff would like direction on how the Board would like to proceed with the approximately $860,000 in unallocated project funds, which is about 4% of the total ARPA funding. Options include, but not limited to, moving unallocated funds into a contingency fund for purposes of using as project reserves for previously funded projects, or choosing newly presented projects to fund (including options as proposed by the Sun 'N Lake Improvement District).

Staff recommends moving unallocated funds into a contingency fund, to address concerns of market volatility and supply chain issues that can cause project budgets to fluctuate greatly.

RECOMMENDED ACTION

Move to approve the transfer of unallocated project funds into a contingency fund.

FISCAL IMPACT

No fiscal impact.

Attachments: ARPA APPROVED PROJECTS_5_17_22.pdf
SNL Requests_ARPA_Spreadsheet_for_BOCC April 5.pdf

ARPA Project Allocation Summary

Project Name	Project #	Amount	Updated ARPA Reporting Code
Hurricane Shelter	20071	$ 5,000,000.00	**6.1** Provision of Government Services
Highlands County's Broadband Project	20072	$ 4,500,000.00	**5.17** Broadband: Other Projects**
EOC Expansion and Upgrade	19040	$ 2,800,000.00	**1.7** Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
Dispatch Console Upgrade	20073	$ 1,627,780.00	**1.7** Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
Spring Lake Broadband Request*	20074	$ 20,759.74	**5.17** Broadband: Other Projects**
City of Sebring Sewer Expansion	20075	$ 1,000,000.00	**5.5** Clean Water: Other Sewer Infrastructure**
Storage Facility for Emergency Items	20076	$ 400,000.00	**1.7** Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
Road & Bridge Building Expansion	20077	$ 300,000.00	**1.7** Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
Generators for Admin/Jail	20078	$ 250,000.00	**1.4** Prevention in Congregate Settings
Library Outreach/Upgrades	20079	$ 175,000.00	**3.4** Public Sector Capacity: Effective Service Delivery
Body Scanner at Jail	20080	$ 159,000.00	**1.4** Prevention in Congregate Settings
Development Software	20081	$ 150,000.00	**3.4** Public Sector Capacity: Effective Service Delivery^
Annex Building Remodel	20082	$ 125,000.00	**1.4** Prevention in Congregate Settings
Road & Bridge Main Facility Upgrade	20083	$ 100,000.00	**1.7** Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
Mail-In Election Process	20085	$ 56,705.00	**1.7** Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
CAC Families: Household Assistance Funds	21068	$ 42,500.00	**2.2** Household Assistance: Rent, Mortgage, and Utility Aid**
Healthy Families: Household Assistance Funds	21069	$ 25,000.00	**2.2** Household Assistance: Rent, Mortgage, and Utility Aid**
Veterans Services	21070	$ 6,500.00	**3.4** Public Sector Capacity: Effective Service Delivery^
Computer Equipment	21071	$ 3,516.11	**3.5** Public Sector Capacity: Administrative Needs^
Human Services	21072	$ 563.18	**3.5** Public Sector Capacity: Administrative Needs^
Water Bottle Refilling Station	21073	$ 2,600.00	**1.4** Prevention in Congregate Settings
COVID-related Insurance Expenses	n/a	$ 500,000.00	**3.1** Public Sector Workforce: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers
Revenue Replacement	n/a	$ 2,522,453.00	**6.1** Provision of Government Services
PROJECT TOTALS		**$ 19,767,377.03**	
TOTAL ARPA FUNDS AWARDED		**$ 20,632,184.00**	
UNALLOCATED TOTAL		**$ 864,806.97**	

4.19%

Sun N' Lake of Sebring Improvement District-- Requested Projects

Project Type	Project Description	Amount
Wastewater Utilities Bypass Pump for Emergency Use and Power Outage at Vulnerable Locations including Advent Hospital, Elementary and Junior High School and Nursing Home/Assisted Living	Install Thompson Bypass Pumps at 4 master lift stations serving regional hospital, two schools and one nursing home/assisted living. This will provide uninterrupted sewer service in case of power outage	$ 340,000.00
Water System Remote Pressure Sensor	Install pressure sensors on potable water lines at 6 lift stations in outlaying areas to detect pressure loss and potential line breaks.	$ 3,500.00
Improved water quality and disinfectant residual by the installation of Water System Automatic Flushing Stations in six outlying and dead end areas	Installation of six (6) automated water flushing valves in remote and outlaying areas of the water distribution system. These valves will help keep the water "fresh" and maintain the required chlorine residual to improve water quality.	$ 42,000.00
Improve energy efficiency for wastewater lift stations by the installation of variable frequency drive (VFD) units and control panels	Variable Frequency Drive reduce electric use and wear on lift station motors and panels. The district will install 4 VFDs on master lift stations	$ 42,500.00
Improve water quality by maintaining a uniform disinfectant levels in storage tank and reduction of disinfection byproducts (TTHM/HAA5) by mixing	Installation and operation of large scale Tank Mixer for the potable water ground storage tank. Chemicals and water will stratify without mixing	$ 39,500.00
Improve water quality by maintaining a uniform disinfectant levels in the distribution system by installation of 4 booster stations in outlaying areas	Install four chlorine booster pumps and tanks to add chlorine in outlaying and remote areas of the distribution system.	$ 24,000.00
Improve reliabiliiyt for Back Up Water Supply from adjacent utility	District installed an automatic pressure regulating valve for backup supply for adjacent municipal utility. This project will install a backup power supply for this valve in case of power outage or emergency. The first customer is the hospital.	$ 22,300.00
Unit 16 Wastewater Treatment Plant analyzer to manage chlorine residual in treatment and new chlorine injection system to manage the disinfectant in the distribution system	Plant has an outdated analyzer to detect chlorine residual in the treatment process and could use a new injection system and point of injection to improve the disinfection process at the plant.	$ 27,500.00
Unit 23 Wastewater Treatment Plant Dissolved Oxygen Meter and Variable Frequency Drive (VFD) with Jesco Smart chlorine pumps tied to plant blower to improve treatment and energy efficiency	Plant has an outdated dissolved oxygen meter and this project will add a new meter, new Variable Frequency Drive (VFD) unit, and new chlorine injection to improve the treatment processes and energy efficiency.	$ 19,800.00
Stormwater Management System improvements to improve water quality and reduce flooding	The District is home to a 1,380 acre environmental preserve owned by Highlands County and 3,000 acres of state preservation land for scrub jay habitat. The stormwater systems in those areas will be rebuilt to current specifications with new detention areas for water quality treatment.	$ 950,000.00
PROJECT TOTALS		**$ 1,511,100.00**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of May 5, 2022.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: COUNTY ATTORNEY LOG 2.docx

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 7	Sarah Albritton	Lincoln Heights Park Lease Agreement	MR-Under review
2	Priority 4	Tanya Cannady	Volunteer Fire Districts & Hickory Hill	SS-Under review
3	Priority 4	Clinton Howerton	Lot Splitting	SS-under review
4	Priority 4	Laurie Hurner	UF Highlands Faculty Staff MOU	SS- under review
5	Priority 8	BOCC	IMWID Letters/Easements	SS- 3 of 4 received
6	Priority 4	David Nitz	Heart of FL Legal Aid Society Agreement	Assigned/SS- Need more info
7	Priority 4	Casey Hartt	TDC Grant Contract Change Order/Amendment- GFNY	MR-Need more info
8	Priority 4	Ingra Gardener	Non-profit Criteria/Applications/policies	MR/SS- Under review & collecting info
9	Priority 4	Meghan DiGiacomo	Sebring/EDC Interlocal Agreement	SS- Under review
10	Priority 4	Michelle Drake	Oxygen Gen System Agreement	SS-Need more info
11	Priority 7	Clinton Howerton	Somervale Downs	MR-Under review/need more info
12	Priority 4	Jeff King	Site Prep Grant	MR-Under review
13	Priority 4	Kenya Anderson	CR 623 Amendment	SS-Under review
14	Priority 4	James Harris	WeatherSTEM MOA for Emergency Mgmt.	MR-Under review
15	Priority 7	JD Langford	Sebring Parkway Phase IIA & IIB Time Extensions	SS
16	Priority 7	Lori DeLoach	Landfill Expansion	MR-Under review
17	Priority 4	Ingra Gardner	Affordable Housing Incentive	MR

STATUS NOTES

Assigned – will be followed by initials of attorney
Under Review – being worked on by attorney
Additional Information Needed – information being sought
Meeting Scheduled or Needed – meeting scheduled or coordination underway
Pending – newly provided without sufficient time to assign or perform cursory review
Blank – lacking information and detail when added to log

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report.**

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of May 3, 2022.

RECOMMENDED ACTION

This information is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Status - Project Updates (FINAL) 05.17.2022.pdf
Status - Commissioner's Priorities (FINAL) 05.17.2022.pdf

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Road & Bridge - Engineering	Memorial Drive Culvert Replacement and Extension PROJECT	Bids were received; Only 1 bid which was over the budgeted amount	More quotes are being attained in efforts to contract out the dewatering functions with Road & Bridge performing the culvert installation	Ongoing
6	Engineering	Heron St. Roadway Improvements - Project #18007	Held Pre-Construction Meeting	Tentative Start of Construction	Ongoing
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	100% Design Complete	Bid Project	Ongoing
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Contractor & FDOT approval of revised contract.	BOCC approval of contract	Ongoing
9	Engineering	19016 Sun N Lake Sidewalk -LAP project		Approval of BID documents	Ongoing
10	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. Applied for Enterprise Florida infrastructure grant for strategic site development. As part of the ARPA funding allocation $4.5M will be put toward broadband infrastructure. A RFI was issued and 2 responses received. The RFP will be issued shortly. In the meantime we have started on a marketing campaign to push the mapping and speed test from DEO's Office of Broadband. This will be critical in defining the eligible areas where we are allowed to spend the APRA funds so the county will not be liable to repay the $4.5M.	Ongoing
11	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing
12	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Actively working with Econ. Dev & IT, as well as Spring Lake to develop plan for grants to begin work in the area.	To monitor Office of Broadband and State initiatives	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
13	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units and 1 chassis re-mount on order. 1 Air/Light unit on order. We are awaiting ETA's on deliver of the rescues due to supply chain issues and chassis delays. Construction and planning continues on fire stations. Station 20 and Station 36 along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
14	Sarah Albritton/ Ric Fleeger	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Met with animal control staff to determine new scope. Received animal shelter design from architect. Still pending site design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
15	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Work with TDC to utilize Sports Audit to bring suggestions for enhancements of current Sports Facilities to Board for approval	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	BOCC and the Hospital District Board approved resolutions supporting changes to FS 155.40, and Staff have submitted those resolution to Rep. Tuck's office. Additionally an email has been prepared to be sent to the other counties who will be affected by the changes to the statute, requesting that they adopt similar resolutions. Staff have met the new CEO of Highlands Regional.	Met with the new CEO of Highlands Regional, and bring him up to speed. Follow the progress of the bill through the State Session. Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring. Which has started and should finish by early Summer 2022.	All testing and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake have been completed. Sebring hydraulic modeling is the last part to be completed by Summer 2022.	Summer 2022
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, 2021 is 4.26 months	OMB will be presenting a plan for millage reduction in the upcoming budget process	Summer 2022
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.	Site approved for Lake Placid, awaiting site improvements. Site approval with Sebring pending. Negotiating agreement with Avon Park.	Ongoing
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs. SRF Loan Application pending.	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER: **Jonathan Harrison, Road & Bridge Director**
JD Langford, Assistant County Engineer

SUBJECT/TITLE: **Update on the Memorial Culvert Project**

STATEMENT OF ISSUE

Only one bid was received for the Project at a total of $833,000.00. This exceeds the budgeted funds of $174,300 by $658,700. Staff has proceeded to go through the quote process to attain separate quotes in attempt for the project to be completed by Road & Bridge with assistance from Contractors performing services outside of County scope. Preliminary results convey that this project is still underfunded. We estimate additional funds of minimum $140,000 to complete the project.

RECOMMENDED ACTION

Request direction from the Board on how to proceed with the Project

FISCAL IMPACT

Undetermined.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 17, 2022

PRESENTER:

SUBJECT/TITLE: Board payables from May 3, 2022 to May 31, 2022

Attachments: