HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, June 15, 2021
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 meeting on Tuesday, June 15, 2021 at 3:00 p.m., in Conference room #3 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Tourist Development Council will hold four stakeholder meetings on Tuesday, June 22, 2021 as follows: 9:30 a.m. for Agritourism; 11:00 a.m. for Art & Culture; 1:00 p.m. for Hotels & Accommodations, and 2:30 p.m. for Restaurants in the Sebring Chamber of Commerce meeting room at 227 US-27, Sebring

The Tourist Development Council will hold a Special Subcommittee meeting on Wednesday, June 23, 2021 at 10:00 a.m. in the Board room, 600 S. Commerce Ave., Sebring

The Istokpoga Marsh Watershed Improvement District will hold a special meeting on Wednesday, June 23, 2021 at 5:30 p.m. in Conference room #3 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Highlands County Board of County Commissioners (through its appointed negotiating team) and the Highlands County Professional EMS & Fire, IAFF 5147 will meet on Thursday, June 24, 2021 at 9:00 a.m. in the Highlands County Fire Rescue Headquarters Training room, 4506 Kenilworth Blvd., Sebring

The Evaluation Committee will hold a Presentation/Interview meeting on Wednesday, June 30, 2021 at 1:30 p.m., to hear presentations and meet with short-listed Proposers for RFP 21-014 Construction Manager at Risk for Fire Rescue Facility(ies) in the Engineering Training Room, 505 S. Commerce Ave., 2nd Floor, Sebring

County offices will be closed on Monday, July 5, 2021 in observance of the Independence Day holiday

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *County operated COVID-19 Vaccination support appreciation*
Latosha Reiss, Emergency Management, Manager
No Fiscal Impact

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request to approve the reappointment of Diane Rydecki, Lake Blue Resort Manager, as a Regular Member to the Tourist Development Council, term expiring May, 2025 fulfilling the Tourism Attraction vacancy.*
Casey Hartt, Lead Marketing Consultant for Tourism Development
No Fiscal Impact.
Diane Rydecki Application 2021.pdf
4.29.2021 Draft TDC Min.pdf

8.B *Approve the appointment of Chelsea Wisner to the Natural Resources Advisory Commission (NRAC) in the empty environmental slot.*
Dawn Ritter
None
Application for Chelsea Wisner.docx

8.C *Request approval of the City of Sebring Interlocal Agreement for Recreation Funding – Fiscal Impact $110,000.*
Tanya Cannady, Business Services Director
There is no fiscal impact, as this Interlocal Agreement of $110,000 was approved in the Adopted Budget for FY 20/21.
City of Sebring Recreation Interlocal with Exhibits A&B 6.15.21.pdf

8.D *Request approval of a resolution to establish a public hearing date of July 20, 2021 to consider Vacating a portion of Right of Way of Oak Beach Blvd.*
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact.
Resolution packet 20-21 Roadway closure request.Oak Beach Blvd.pdf

8.E *Request approval of the agreement between Highlands County and Excavation Point, Inc., for the construction of the Placid Lakes Sidewalk Improvements, ITB No. 21-011, in the amount of $69,343.00.*
Clinton Howerton, Jr., P.E., County Engineer
Kenya A. Anderson, MSP
There is no fiscal impact to Fund 107 (Placid Lakes SBD) as the funding for this project was included in the FY 20/21 Adopted budget.
Award Recommendation EXEC - Scanned.pdf
DIGITALLY SIGNED BY KENYA.pdf
Location Map.pdf
21-011 Excavation Point Inc BID Form.pdf
Placid Lakes Sidewalk Construction Agreement.pdf

8.F *Approval of John Zink Company, LLC's request for payment of invoice 1399521 without a purchase order*

Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact to Fund 401 (Solid Waste) or the overall budget as the funding for this service in the amount of $8,217.00 was included in the adopted budget , under cost center 4210 (Refuse Disposal), account 54608 (Repairs Leachate Gas System).
Email from John Zink Dated 05-18-2021.pdf
JZ W-9 Explanation Letter.pdf
PM TAA Evergreen 2009 Highlands Cty - Sebring FL.pdf
1399521.pdf
Pay wo PO Form KES Dom dba John Zink.pdf

8.G *Request approval of the amendment to the Subcontract Agreement 20-21-42 between the Board and the Ounce of Prevention Fund of Florida, Inc., to continue Healthy Families Highlands services through June 30, 2022.*
Cynthia Acevedo, Healthy Families Program Manger
The fiscal impact is a grant award amount of $322,000 from the Ounce of Prevention Fund of Florida. The HCBCC's cash match contribution is $89,751 with remaining operating expenses of $72,835 met through in-kind contributions.
Amendment #2 for FY 21-22 - Highlands 6-1 UPDATED.pdf

8.H *Request approval for Budget Amendment 20-21-095 and Task Order No .2 Contract for Continuing Services with Kimley-Horn & Associates for general engineering and planning services and to pursue state grant funding for the Memorial Park.*
Richard Fleeger, Parks & Facility Superintendent
There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. This budget amendment is transferring $5,000 from Cost Center 9990B (Budgetary Expenditure), account 5990 (Reserve for Contingency) to cost Center 6101A (Recreation), account 53100Z (Project Professional Services), Project 20031.
20-21-095 Project 20031 Memorial Trail Head PH 1 Project Services.pdf
20-21-095 Project 20031 Memorial Trailhead Park PH 1 (Reserve).pdf
TASK ORDER #2 - Engineering and Planning Services s.pdf

8.I *Request Approval for Budget Amendment 20-21-099 to realign accounts to provide for SHIP program expenses.*
Lucy Castillo, Housing Programs Coordinator
There is no fiscal impact to Fund 166 (SHIP) or the overall budget. This budget amendment is realigning $10,000.00 in cost center 5367 (SHIP Program) from account 54911Z (Special Needs Rental) to account 54910Z (Project Rehabilitation).
20-21-099 Proj 18366 SHIP PH 27 SpecNR W Rehab.pdf

8.J *Request to allowaccess to the Highlands County Solid Waste Management Center (aka Landfill) from Goolsby, Inc. in order to have access to their neighboring property.*
Clinton Howerton Jr., P.E., County Engineer
No fiscal impact.
Goolsby License Indemnity Agreement.SGS.pdf

9 RESERVED

10 PUBLIC HEARING

10.A *Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land*

Use Amendment CPA-21-587SS, for approximately 9.42 acres, from Commercial (C) to High Density Residential (RH).
Melony Culpepper, Planning and Zoning Manager
There is no fiscal impact.
Staff Report CPA-21-587SS for BCC Mary Lou Levingston Estate.pdf
Application CPA-21-587SS - Mary Lou Levingston Estate.pdf
Ordinance CPA-21-587SS.pdf

10.B *Public hearing to consider adoption of P&Z Hearing No. 2078, changing the Official Zoning Atlas for approximately 9.42 acres, from Limited Business District (B-2) and Business District (B-3) to Multiple-Family Dwelling including Motel and Hotel District (R-3).*
Melony Culpepper, Planning and Zoning Manager
There is no fiscal impact.
Staff Report P&Z 2078 for BCC Mary Lou Levingston Estate.pdf
Application P&Z 2078 - Mary Lou Levingston Estate.pdf
Resolution P&Z 2078 - Levingston BCC.pdf

10.C *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-21-586SS, for 13 parcels totaling 3 acres, from High Density Residential (RH) to Commercial (C).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Staff Report CPA-21-586SS BCC Parkside Village of Sebring, LLC
Application CPA-21-586SS BCC Parkside Village of Sebring, LLC
Ordinance CPA-21-586SS Parkside Village of Sebring, LLC.pdf

10.D *Public hearing to consider adoption of P&Z Hearing No. 2077, changing the Official Zoning Atlas for 13 parcels totaling 3 acres, from Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Business District (B-3).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Staff Report P&Z 2077 Parkside Village of Sebring for BCC
Application P&Z 2077 Parkside Village of Sebring for BCC
Resolution P&Z 2077 Parkside Village of Sebring for BCC

10.E *A Resolution of the Highlands County Board of County Commissioners (County), Pertaining to the Re-Imposition of the Solid Waste Special Assessment' Providing for Legislative Findings and Intent; Providing for Authority; Providing for Benefitted Assessed Property; Providing for Imposition and Computation of Solid Waste Special Assessments; Providing a Legislative Determination of Special Benefit and Fair Apportionment; Providing Residential Solid Waste Assessment Schedule; Providing for an Assessment Roll; Providing Authorization for Public Hearing; Providing for Notice by Publication; Providing for Notice by Mail; Providing for Method of Collection; Providing for Application of Assessment Proceeds; providing a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.*
Clinton Howerton, Jr., County Engineer

Proposed Increase for assessment to $240 would be an increase of $2,561,611 in assessment revenue based on the current residential units. If not approved, this amount may create a funding shortfall for the solid waste cost center.
Resolution 20-21.Prelim Reimposition solid waste assessment.FY21-22.SGS.pdf

10.F *A resolution of the Highlands County Fire Protection Municipal Service Benefit Unit (county), pertaining to the re-imposition of the fire protection special assessment; providing for legislative findings and intent; providing for authority; providing a purpose and definitions; providing for delivery and funding of fire protection services, facilities and programs; providing for the imposition and computation of fire protection special assessments; providing a legislative determination of special benefit and fair apportionment; providing for cost apportionment methodology; providing for parcel apportionment methodology; providing a determination of fire services assessed costs and establishment of annual fire protection special assessments; providing for an assessment roll; providing authorization for public hearing; providing for notice by publication; providing for notice by mail; providing for method of collection; providing for application of assessment proceeds; providing for scrivener's errors; providing for conflicts; providing for severability; and providing an effective date.*
Marc Bashoor, Fire Chief
Tanya Cannady, CPA, CDM, Business Services Director
The fiscal impact to Fund 181 (Fire Assessment) will be $628,000 by removing the residential cap and increasing all categories by 7% from the previous fiscal year.
Resolution 20-21.Prelim Reimposition of Fire Assessment.FY21-22.SGS (003).pdf

11 ACTION AGENDA

12 COUNTY ADMINISTRATOR AND LEGAL

12.A *Commissioner's Priorities and the Project Status Report*
Randy Vosburg, County Administrator
No Fiscal Impact.
Status - Commissioner's Priorities (FINAL) 6.15.2021.pdf
Status - Project Updates (FINAL) 6.15.2021.pdf

12.B *County Attorney Status Report*
Sherry Sutphen, County Attorney
There is no fiscal impact
COUNTY ATTORNEY LOG.pdf

13 COMMISSIONERS

14 INFORMATIONAL

14.A *Board payables from June 2, through June 15, 2021*

15 ADJOURN

Any person who decides to appeal any decision made by this Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he or she will need

a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record will include the testimony and evidence upon which such appeal is to be based.

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

PRESENTER: **Latosha Reiss, Emergency Management, Manager**

SUBJECT/TITLE: **County operated COVID-19 Vaccination support appreciation**

STATEMENT OF ISSUE

Highlands County Emergency Management would like to recognize those organizations who went above and beyond assisting with the operations of the Highlands County vaccination POD at Lakeshore Mall from January through May 2021.

FISCAL IMPACT

No Fiscal Impact

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

PRESENTER:	**Casey Hartt, Lead Marketing Consultant for Tourism Development**
SUBJECT/TITLE:	**Request to approve the reappointment of Diane Rydecki, Lake Blue Resort Manager, as a Regular Member to the Tourist Development Council, term expiring May, 2025 fulfilling the Tourism Attraction vacancy.**

STATEMENT OF ISSUE

As per Florida Statutes Section 125.0104(4) (e) the governing board of each county which levies and imposes a tourist development tax under this section shall appoint an advisory council to be known as the "Highlands County Tourist Development Council." The council shall be established by ordinance and composed of nine (9) members who shall be appointed by the governing board. The chair of the governing board of the county or any other member of the governing board as designated by the chair shall serve on the council. Two (2) members of the council shall be elected municipal officials, at least one (1) of whom shall be from the most populous municipality in the county or sub county special taxing district in which the tax is levied. Six (6) members of the council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, of which members, not less than three (3) nor more than four (4) shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax. All members of the council shall be electors of the county. The governing board of the county shall have the option of designating the chair of the council or allowing the council to elect a chair. The chair shall be appointed or elected annually and may be reelected or reappointed. The members of the council shall serve for staggered terms of four (4) years.

RECOMMENDED ACTION

Move to approve the reappointment of Diane Rydecki, Lake Blue Resort Manager, as a Regular Member to the Tourist Development Council, terms expiring May, 2025 fulfilling the Tourism Attraction vacancy.

FISCAL IMPACT

No Fiscal Impact.

Attachments: Diane Rydecki Application 2021.pdf
4.29.2021 Draft TDC Min.pdf

Highlands County Tourist Development Council (TDC)
APPLICATION FOR APPOINTMENT

Contact Information:

List Name: Diane Rydecki

List Address: 735 S. Lakeview Rd. Lake Placid FL 33852

List Phone: 863-465-3371 office 863-840-2050 cell

List Email: info@lakeblueresort.com

Employment Experience:

List Current Employment and Brief Description: Manager - Lake Blue Resort - 19 years responsible for day to day operations of vacation rental condo resort.

List Previous Employment and Brief Description:

US Postal Service - 16 years — Mail clerk

Education / Special Training List High School Attended: Petoskey High School Petoskey MI (1979)

List College Attended: N. Central Michigan College (1980)

List Any Special Training or Education Completed:

FL Real Estate Associate FL CAM (community association manager)

List Activities and Interests: motorhome travel; camping; boating
college football; shopping!

List any boards or committees that you are currently appointed, elected offices held, or law enforcement positions held: TDC May 2017 to present

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Please tell us if you are related to any county employee or county commissioner, and if so, please indicate who you relative(s) are: NONE

Important:
The Highlands County Board of County Commissioners has an adopted Code of Conduct for persons serving on committees, boards, and panels appointed by the Highlands County Board of County Commissioners. A copy can be found at www.hcbcc.net. Please indicate by signing below that you have read and understand the adopted Code of Conduct.

Sign here: Diane Rydecki List the Date Submitted: 4-19-21

Highlands County Tourist Development Council Q&A

Please complete the following Questions:

1) What does tourism development mean to you?

Creating events to attract overnight visitors to our county. These events could also serve the local community as entertainment or enrichment, but ultimately to put "heads in beds" and generate tourist tax dollars that can improve life in general for the residents.

2) Why do you want to serve on the Tourist Development Council (TDC)?

To help further promotion of our county and our beautiful resources (lakes, state park, etc.)

3) As a council member, how would you promote tourism development for the county?

By supporting events that are brought to the county. By distributing media materials and contributing to social media posts.

4) What are your goals for Highlands County's tourism development?

I would like to see a signature event, such as the Soda Fest, created to be held annually in Oct or Nov to increase the overnight stays in the county. Perhaps this could be a longer term commitment from GFNY?

5) What TDC events (meetings, education seminars, luncheons, etc...) have you attended?

I attended probably 3/4 of the scheduled TDC Board meetings during my current appointment to the Council. Attended Soda Fest, Tourism luncheon in May 2019, Google seminar; hoteliers group meeting with Casey Hart. Sat on committee to re-write criteria for event grants.

In addition, please attach formal résumé

Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Regular Meeting
April 29, 2021 @ 8:15 a.m.

Draft Regular Meeting

1. The meeting was called to order at 8:15 a.m. by Christine Hatfield.

Roll Call

Council Members Present:

Commissioner Chris Campbell
Vicki Pontius
Mark Stewart
Maria Sutherland
Christine Hatfield
Cindy Garren
John Story

Council Members Absent:
Bill Brantley
Diane Rydecki

Also, Present:

Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Chantel Brutus, Tourist Development Administrative Assistant
Joel Lamp, Airstream Ventures, LLC.
Daniel Andrews, Heartland Triathlon
Cliff Woods
Tenille Drury-Smith, Sebring Chamber
Paige Cavell, Sebring Chamber
Gaylin Thomas, HCA
Becka Kampman, Heartland Triathlon
Laura Andrews, Heartland Triathlon
Don Elwell, Heartland Triathlon
Cherie Bortnick, SPARTAN

Christine Hatfield and Chantel Brutus established that a quorum was present, and the meeting was properly noticed. Christine Hatfield also introduced John Story from Sebring International Raceway as the new attractions member for the TDC.

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

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

3. Financial and Office Reports

Ms. Hatfield presented the Monthly Expenditure and Revenue Reports year to date ending January 30, 2021, which makes a total up to date of $344,695.65.

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

4. Marketing & Budget Update

A. Marketing & Budget Update

Ms. Hartt presented the Marketing & Budget report. Ms. Hartt reported that while advertising allocations were reduced this year due to COVID impacting 2019-2020 collections, the TDC is has focused on making sure digital promotions continue and more engagement on the Visit Sebring website is created via interactive, user generated content and 360 photos. The TDC is also focusing on digital via several mobile passports via a tech platform called Bandwango. The 2020-2021 budget is focused on bringing more sporting events to the area and allocating TDC funds to make that possible. The TDC has also applied for and received multiple Florida Sports grants to help with funding these events.

B. Internal Communications Update

Ms. Hartt presented the update on the Internal Communications Campaign, which has resulted in 10 community presentations to date. In addition, TDC has done some local media outreach and has been invited to contribute a monthly "Tourism Talks column in the Highlands News Sun plus send information to the local radio station and make guest appearances.

Prior to COVID, TDC had been doing stakeholder meetings and plans to re-convene those meetings this summer.

C. Sports Event Recap

Mr. Lamp presented a sports event recap on Pro Watercross and Minor League Golf Tour (MLGT). Pro Watercross brought in an estimate economic impact of $174,623.74 with an estimated 180 room nights. The TDC contributed $25,000 for TV segments focusing on destination marketing for the area. MLGT brought in an estimated 90 room nights with an estimated $16.886.02. The TDC did not fund the MLGT event.

D. Soda Fest Recap

Ms. Drury-Smith presented the Sebring Soda Fest Recap. The Soda Fest brought in an estimated 33% of attendees from out of county with a total of 5,000-6,000 total attendees for the event. The Soda Fest consisted of 14 food trucks, 38 vendors and 140 NPO volunteers. Given that we are still dealing with a pandemic, the Festival was well received and well attended.

5. Items for Voting

A. SPARTAN Race (Dec 17-18, 2021), presented by Airstream Ventures.
New Event Grant requesting $90,000 for 3 years in 2021, 2022, and 2023.

Cherie Bortnick with SPARTAN presented the SPARTAN Race New Event Grant Request Application.

The SPARTAN event which would bring huge economic impact to the County and around 15,000 participants with around 4,000 room nights. The New Event Grant approves funding for year #1 only: $20,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms. Max funding for year #2 & #3: $10,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms.

Ms. Garren made a motion, seconded by Ms. Sutherland, to approve up to $90,000 in funding for 3 years for the SPARTAN Race. Upon roll call, all Council members on the call voted aye. The motion passed.

B. Citrus Golf Trail Open Golf Tournament (Nov 30- Dec 5, 2021) presented by Airstream Ventures.
New Event Grant requesting $35,000.

Joel Lamp presented the Citrus Golf Trail (CGT) Open Golf Tournament New Event Grant Request application.

Mr. Lamp requested that, if he has the opportunity, the TDC provide him the flexibility of using the CGT grant of $35,000 to help bring the PGA Mayflower Classic to Highlands County instead of the CGT Open and use the PGA Tour as a marketing event for the CGT Open 2022. The New Event Grant approves funding for year #1 only: $20,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms. Max funding for year #2 & #3: $10,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms.

Mr. Story made a motion, seconded by Mr. Campbell, to approve up to $35,000 in grant funds to the PGA Mayflower Classic instead of 2021 CGT Open, if the opportunity arises, in funding pending a new application submitted with corrected information along with legal and BOCC approval. Upon roll call, all Council members on the call voted aye. The motion passed.

C. Minor League Golf Tour Visit Sebring Classic Golf Tournament (Nov 1-3, 2021)
presented by Airstream Ventures. New Event Grant requesting $10,000

Mr. Lamp presented the Minor League Golf Tour Visit Sebring Classic Golf Tournament requesting $10,000, but upon TDC scoring of new events, the event only qualifies for 75 percent of funding making the grant funds $7,500. The New Event Grant approves funding for year #1 only: $20,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms. Max funding for year #2 & #3: $10,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms.

Ms. Garren made a motion, seconded by Ms. Pontius, to approve up to $7,500 in funding for the Minor League Golf Tour Visit Sebring Classic. Upon roll call, all Council members on the call voted aye. The motion passed

D. Bono Bilt Wrestling Date Change from May 14-16, 2021 to July 16-18, 2021

Mr. Lamp presented the request to change the Bono Built date changes from May 14-16, 2021 to July 16-18, 2021 due to another wrestling event nearby also having a tournament on the same weekend and not wanting to compete for participants and spectators.

Ms. Pontius made a motion, seconded by Ms. Sutherland, to approve date changes for the Bono Bilt Wrestling Tournament. Upon roll call, all Council members on the call voted aye. The motion passed.

E. TDC Proposed Budget Amendment

Ms. Hartt reported that the TDC collected more funds in 2019-2020 than was anticipated. She presented the proposed budget amendment allowing an extra $25,000 to be used in the general marketing funds and that the TDC not use the $85,000 in Contingency Funds they thought they would need for the current fiscal year.

Ms. Pontius made a motion, seconded by Ms. Sutherland, to approve the Budget Amendment of $25,000 and not use the TDC's $85,000 in Contingency Funds at this time. Upon roll call, all Council members on the call voted aye. The motion passed.

6. Old Business/Discussion

A. Fishing Tournament Facility Status Update

Chantel Brutus reported that both Windy Point and Lake Istokpoga Park Grant contracts are fully executed and approved. Work should begin as soon as the departments are able.

B. TDC Member Vacancy for Accommodation Interest Position

Ms. Rydecki applied to keep her position on the TDC and members agreed. The were no other applications for the position.

C. Heartland Triathlon Request

After some discussion, the Board agreed to allow Mr. Andrews to modify his grant application changing his TDC funded reimbursable expenses from marketing to MOT needs and costs. Mr. Andrews must submit a revised application and the application must be approved by legal and the BOCC.

The TDC decided to vote on this this request.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve the Heartland Triathlon expense modification from marketing to MOT expenses pending a revised application and legal and BOCC approval. Upon roll call, all Council members on the call voted aye. The motion passed.

7. Public Input

8. Board Member Roundtable

The TDC asked that there be a list of events that the TDC is funding with an amount to be included in each agenda.

9. Upcoming Meeting

A. TDC Board: August 5, 2021 @ 8:15 a.m., Government Center, Boardroom

9. Adjournment

Ms. Hatfield adjourned the meeting at 10:43 a.m.

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

PRESENTER: **Dawn Ritter**

SUBJECT/TITLE: **Approve the appointment of Chelsea Wisner to the Natural Resources Advisory Commission (NRAC) in the empty environmental slot.**

STATEMENT OF ISSUE

During the April 2021 regular meeting of NRAC, members passed a motion to recommend to the BOCC that Chelsea Wisner be appointed to the open environmental slot.

RECOMMENDED ACTION

Approve the appointment of Chelsea Wisner to the Natural Resources Advisory Commission (NRAC) in the empty environmental slot.

FISCAL IMPACT

None

Attachments: Application for Chelsea Wisner.docx

COMMITTEE APPLICATION

Name: Chelsea Wisner
Address: 305 Park Dr, Wauchula, Fl, 33873
Phone: 917-921-5498
Email = cwisner@archbold-station.org

Request for Natural Resources Advisory Commission Membership Type: Regular Member

Employment Experience: I have been employed as a research assistant for the Avian Ecology Lab at Archbold Biological Station since February 2019. I am primarily responsible for monitoring and managing the small population of Florida Grasshopper Sparrows at Avon Park Air Force Range; assuring that we meet all the tasks within our statement of work and providing deliverables on time, so that the Range complies with the Endangered Species Act and their Integrated Natural Resource Plan.

Previous Employment Experience: Previously I have been employed by a variety of NGO and GOs alike, performing a wide variety of wildlife-related surveys and management. I have worked with a variety of T&E species and ecosystems in Florida, including: Fl. Grasshopper Sparrows, Red Cockaded Woodpeckers, Fl Scrub Jays, Fl Bonneted Bats and Everglades Snail Kite.

High School: Susan E Wagner High School (Staten Island, NY) College: Canisius College (Buffalo, NY)

Special Training: PADI Open-water Diver Certified Activities & Interest: = I am a naturalist at heart and spend my week days monitoring and managing threatened and endangered species. On the weekends, my husband and I tend to our 1/2 acre and the native gardens we've propagated and planted there. We also enjoy birding and hiking, as well as brewing our own craft beer!

Current positions on boards, committees, elected offices, law enforcement positions: N/A

Related to anyone on NRAC: No

Relationship: N/A

Conviction = No

Gender = Female

Disabled = No

Age = 27

Race: = White

Signature Certification: = Checked indicating Electronically Signed Client IP = 67.239.8.150

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

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

SUBJECT/TITLE: **Request approval of the City of Sebring Interlocal Agreement for Recreation Funding – Fiscal Impact $110,000.**

STATEMENT OF ISSUE

The Board of County Commissioners (BCC) approved on September 15, 2020 a total of $330,000 for FY 20/21 recreation reimbursements for the municipalities: $110,000 for Sebring, $110,000 for Avon Park and $110,000 for Lake Placid. This agenda item is the Interlocal Agreement for the City of Sebring.

RECOMMENDED ACTION

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

FISCAL IMPACT

There is no fiscal impact, as this Interlocal Agreement of $110,000 was approved in the Adopted Budget for FY 20/21.

Attachments: City of Sebring Recreation Interlocal with Exhibits A&B 6.15.21.pdf

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT dated this_____day of _____2021, between the CITY OF SEBRING, 368 South Commerce Avenue, Sebring, FL 33870, 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".

FOR AND IN CONSIDERATION of the mutual covenants and conditions contained herein, the CITY and the COUNTY hereby agree as follows:

1. The purpose of this Interlocal Agreement is to provide for the operation and maintenance of recreation facilities by the CITY. This Interlocal Agreement has been executed pursuant to Section 163.01, et seq., Florida Statutes.
2. 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.
3. 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, 2021.

4. 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". The COUNTY will release the funds on a reimbursement basis to the CITY upon presentation of payment requests and expenditure documentation to the COUNTY as provided in this Agreement. The requests shall be in sufficient detail for a proper pre-audit and post-audit thereof. The CITY and the COUNTY understand and agree that reimbursement of funds by the COUNTY shall be for goods and services received by the CITY for operation and maintenance of those recreation facilities during FY 2020-2021 pursuant to Exhibits "A" and "B". This may include retroactive costs incurred during FY 2020-2021 prior to the execution date of this Agreement.
5. All reimbursement requests from the CITY shall be received by the COUNTY by October 31, 2021.
6. Capital expenditures are not reimbursable by the COUNTY pursuant to this Interlocal Agreement, and the CITY shall not include any capital expenditure in any reimbursement request submitted to the COUNTY pursuant to this Interlocal Agreement.
7. The CITY agrees to provide documentation of any methodology used to allocate salaries and benefits for any employees that provide services for recreation facilities on less than a full-time basis.
8. The COUNTY agrees that the CITY may establish differential fees to charge between the CITY residents and COUNTY residents that participate in the recreation programs at the facilities included in Exhibit "A".
9. The CITY agrees to save and hold harmless the COUNTY, its officers, agents, and employees from any and all liabilities, claims, actions, damages, awards and judgments to the extent allowed by law, arising from the CITY's obligations contained herein.
10. This Interlocal Agreement shall become effective upon execution by the CITY and the COUNTY.

11. The CITY shall retain all records supporting costs incurred pursuant to this Agreement for three (3) years after the fiscal year in which the final payment was released by the COUNTY or until final resolution of matters arising from any litigation, claim, or audit that started prior to the expiration of the three-year record retention period.
12. The COUNTY reserves the right to inspect the recreation facilities listed on Exhibit "A" hereto as well as the right to audit any and all financial records pertaining to those recreation facilities at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY should the CITY refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with the Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes.
13. The COUNTY shall have the right to terminate this Interlocal Agreement and demand refund of all funds for the CITY's material non-compliance with the terms and conditions of this Interlocal Agreement if the CITY fails to cure such material non-compliance within thirty (30) days after receiving notice thereof from the COUNTY, or within such additional time as the COUNTY may allow, and if the CITY fails to cure such material non-compliance within the time allowed, the CITY agrees to return said funds to the COUNTY within sixty (60) days after termination and demand for refund by the COUNTY.
14. 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.
15. This Interlocal Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Interlocal Agreement shall only be valid when they have been reduced to writing duly signed by each of the parties hereto, and attached to the original of this Interlocal Agreement.
16. The CITY recognizes that employment of unauthorized aliens is a violation of Federal Law. To ensure compliance with the law the CITY shall:
    1. Utilize the U.S. Immigration and Customs Enforcement E-Verify System, pursuant to Fla. Stat. § 448.095, to determine employment eligibility of all new hires and validation of Social Security numbers.
    2. Require all contractors and subcontractors working on behalf of the CITY on projects that will be submitted for reimbursement pursuant to this 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 Agreement and (ii) supply to the City of Sebring documented proof that the contractor or subcontractor is enrolled in the E-verify System to verify employment eligibility of its employees.

17. This Interlocal Agreement is binding upon the parties, their successors, and their assigns.

DATED this 6th day of April, 2021.

ATTEST: **CITY OF SEBRING**

By: Kathy Haley
Kathy Haley, CMC, City Clerk/Treasurer

CITY OF SEBRING CORPORATE SEAL FLORIDA

By: Lenard B. Carlisle
Lenard Carlisle, Jr., Council Member/President

DATED this _____ day of _____, 20____

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

By: _____
Jerome Kaszubowski, Clerk of Court

By: _____
Scott Kirouac, Chairman

EXHIBIT "A"

City of Sebring Recreation Facilities – Recreation Interlocal Agreement

Max Long

- Baseball Field #1
- Baseball Field #2
- Baseball Field #3
- Baseball Field #4
- Baseball Field #5
- Baseball Field #6
- T-Ball Field #1
- Softball Field #1
- Softball Field #2
- Soccer Field #1
- Common Areas

Pier Beach

Charlie Brown Park

Skateboard Park

Veteran's Beach

Horseshoe Park

City Hall Tennis Courts

EXHIBIT "B"

CITY OF SEBRING MAX LONG RECREATION CENTER ESTIMATED TOTAL COST FY 20-21				
FIELD	*FIELD SIZE*	*AGE OF USERS*	*GRASS*	*COST PER YEAR*
BASEBALL #1	300 ft	Senior 13-14	Bermuda-419	$ 27,852.62
BASEBALL #2	200 ft	Youth 6-12	Bermuda-Celebration	$ 26,567.60
BASEBALL #3	300 ft	Senior 13-14	Bermuda-419	$ 27,852.62
BASEBALL #4	200 ft	Youth 6-12	Bermuda-Celebration	$ 26,567.60
BASEBALL #5	300 ft	Youth 6-14	Bermuda-419	$ 27,852.62
BASEBALL #6	300 ft	Youth 6-14	Bermuda-419	$ 27,852.62
T-BALL #1	80-100 ft	Child 4-6	Bermuda-419	$ 26,995.94
SOFTBALL #1	200 ft	Girls Youth	Bermuda-419	$ 27,852.62
SOFTBALL #2	200 ft	Girls Youth	Bermuda-419	$ 27,852.62
SOCCER #1		All	Bermuda-Celebration	$ 29,105.10
COMMON AREAS		0	Bermuda & Bahia	$ 5,855.34
TOTAL ESTIMATED COST-MAX LONG				**$ 282,207.30**

CITY OF SEBRING PARKS & BEACHES ESTIMATED TOTAL COST		
		COST PER YEAR
PIER BEACH	$	18,363.81
CHARLIE BROWN PARK	$	13,142.79
SKATEBOARD PARK	$	4,837.11
VETERANS BEACH	$	38,849.21
HORSESHOE PARK	$	2,851.63
CITY HALL TENNIS COURTS	$	1,809.54
TOTAL ESTIMATED COST-PARKS & BEACHES	**$**	**79,854.09**

CITY OF SEBRING ESTIMATED TOTAL COST		
		COST PER YEAR
TOTAL ESTIMATED COST- MAX LONG	$	282,207.30
TOTAL ESTIMATED COST-PARKS & BEACHES	$	79,854.09
TOTAL CITY OF SEBRING ESTIMATED COST	**$**	**362,061.39**

EXHIBIT "B"

CITY OF SEBRING MAX LONG RECREATION CENTER ESTIMATED TOTAL COST FY 20-21		
		COST PER YEAR
BASEBALL #1	$	27,852.62
BASEBALL #2	$	26,567.60
BASEBALL #3	$	27,852.62
BASEBALL #4	$	26,567.60
BASEBALL #5	$	27,852.62
BASEBALL #6	$	27,852.62
T-BALL #1	$	26,995.94
SOFTBALL #1	$	27,852.62
SOFTBALL #2	$	27,852.62
SOCCER #1	$	29,105.10
COMMON AREAS	$	5,855.34
TOTAL ESTIMATED COST	$	282,207.30

MAX LONG RECREATION CENTER ESTIMATED REPAIR, MAINTENANCE, AND OPERATING COSTS				
JOB DESCRIPTION		*COST PER MONTH*		*COST PER YEAR*
TRASH COLLECTION	$	276.41	$	3,316.96
UTILITIES	$	4,146.22	$	49,754.70
INSURANCE	$	304.05	$	3,648.59
REPAIR & MAINT - CONTRACTS, IRRIGATION, PLAYGROUND, FENCE, NETTING, JANITORIAL, ETC.	$	1,326.78	$	15,921.39
OPERATING SUPPLIES	$	1,188.57	$	14,262.85
OPERATING - MARKING PAINT	$	215.61	$	2,587.31
UNIFORMS	$	24.32	$	291.78
GAS AND OIL	$	364.86	$	4,378.36
CHEMICALS/FERTILIZER	$	1,105.66	$	13,267.94
CLAY	$	79.60	$	955.18
LANDSCAPING				AS NEEDED
TOTAL REPAIR, MAINT, AND OPERATING COST EST	$	9,032.09	$	108,385.06

MAX LONG RECREATION CENTER ESTIMATED WAGES AND BENEFIT COSTS		
		COST PER YEAR
BASEBALL #1	$	17,003.51
BASEBALL #2	$	15,718.46
BASEBALL #3	$	17,003.51
BASEBALL #4	$	15,718.46
BASEBALL #5	$	17,003.51
BASEBALL #6	$	17,003.51
T-BALL #1	$	16,146.81
SOFTBALL #1	$	17,003.51
SOFTBALL #2	$	17,003.51
SOCCER #1	$	18,362.11
COMMON AREAS	$	5,855.34
TOTAL WAGES AND BENEFIT COST ESTIMATE	$	173,822.24

EXHIBIT "B"

CITY OF SEBRING PARKS & BEACHES ESTIMATED TOTAL COST FY 20-21		
		COST PER YEAR
PIER BEACH	$	18,363.81
CHARLIE BROWN PARK	$	13,142.79
SKATEBOARD PARK	$	4,837.11
VETERANS BEACH	$	38,849.21
HORSESHOE PARK	$	2,851.63
CITY HALL TENNIS COURTS	$	1,809.54
TOTAL REPAIR, MAINT, AND OPERATING COST ESTIMATE	**$**	**79,854.09**

PARKS & BEACHES ESTIMATED REPAIR, MAINTENANCE, AND OPERATING COSTS		
		COST PER YEAR
PIER BEACH	$	7,557.84
CHARLIE BROWN PARK	$	3,077.33
SKATEBOARD PARK	$	2,520.35
VETERANS BEACH	$	17,891.77
HORSESHOE PARK	$	1,845.89
CITY HALL TENNIS COURTS	$	705.96
TOTAL REPAIR, MAINT, AND OPERATING COST ESTIMATE	**$**	**33,599.14**

PARKS & BEACHES ESTIMATED WAGES AND BENEFIT COSTS		
		COST PER YEAR
PIER BEACH	$	10,805.97
CHARLIE BROWN PARK	$	10,065.46
SKATEBOARD PARK	$	2,316.76
VETERANS BEACH	$	20,957.44
HORSESHOE PARK	$	1,005.74
CITY HALL TENNIS COURTS	$	1,103.58
TOTAL WAGES AND BENEFIT COST ESTIMATE	**$**	**46,254.95**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

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

SUBJECT/TITLE: **Request approval of a resolution to establish a public hearing date of July 20, 2021 to consider Vacating a portion of Right of Way of Oak Beach Blvd.**

STATEMENT OF ISSUE

Attached is a resolution to set the public hearing date as July 20, 2021 for the Board to consider vacating that portion of road more particularly described as:

Parcel # 1 (owned by Patricia C. Morgan):

A portion of right of way of Oak Beach Boulevard, lying in Section 32, Township 35 South, Range 29 East, being more particularly described as follows:
Commence at the Northwest corner of Whispering Oaks, as recorded in Plat Book 16, Page 98, of the Public Records of Highlands County, Florida; thence run North 00º 03'23" West, a distance of 50.01 feet to the Point of Beginning; thence continue North 00º 03'23" West, a distance of 50.00 feet to the most Westerly Corner of Lot 49, Block 11 of Oak Beach Colony Subdivision, as recorded in Plat Book 7, Page 20 of the Public Records of Highlands County, Florida; thence South 36º 56'24" East along the Southwesterly line of Lot 49, Block 11, a distance of 80.00 feet to the most Southerly corner of said Lot 49, Block 11; thence North 73º 49'09" West a distance of 50.01 feet to the Point of Beginning.
Containing 1,536 square feet or 0.04 acres, more or less.
Parcel Identification Number: C-32-35-29-040-0110-0490
Physical Address: 2036 Oak Beach Blvd., Sebring, FL 33875

AND

Parcel # 2 (owned by Edward Sykes and Deborah Sykes, husband and wife):

A portion of right of way of Oak Beach Boulevard, lying in Section 32, Township 35 South, Range 29 East, being more particularly described as follows:

Begin at the Northwest corner of Whispering Oaks, as recorded in Plat Book 16, Page 98, of the Public Records of Highlands County, Florida; thence run North 00º 03'23" West, a distance of 50.01 feet; thence South 73°49'09" East, a distance of 50.01 feet to the Southerly corner of Lot 49, Block 11 of Oak Beach Colony Subdivision, as recorded in Plat Book 7, Page 20 of the Public Records of Highlands County, Florida and also the Northeasterly corner of Lot 7 of said Whispering Oaks, as recorded in Plat Book 16, Page 98; thence South 53°03'36" West, along the Northerly line of said Lot 7 of said Whispering Oaks, a distance of 60.03 feet to the Point of Beginning.
Parcel Identification Number: C-32-35-29-080-0000-0070
Physical Address: 1029 Whispering Oaks Ct., Sebring, FL 33875

Such Resolution is a necessary procedure of the Board's policy for a road closing in addition to being a statutory requirement.

RECOMMENDED ACTION

Move to adopt the resolution to set the Public Hearing Date as July 20, 2021 to consider the request to close a portion of Right of Way for Oak Beach Blvd. as described on the attached petition.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Resolution packet 20-21 Roadway closure request.Oak Beach Blvd.pdf

RESOLUTION NO. 20-21-__

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE REQUEST BY JOHN K. MCCLURE, ESQUIRE, ON BEHALF OF PATRICIA MORGAN AND EDWARD AND DEBORAH SYKES, JOINTLY, TO CLOSE CERTAIN DESCRIBED PORTIONS OF OAK BEACH BOULEVARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR NOTICE OF PUBLIC HEARING TO CONSIDER ROAD VACATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statues, Section 336.09, Highlands County is empowered, among other actions, to vacate, abandon, discontinue and close any existing street, road, highway or other place used for travel, or any portion thereof; and

WHEREAS, the County has received a Petition, attached as **Exhibit "A"**, from John K. McClure, Esquire, on behalf of Patricia Morgan and Edward and Deborah Sykes, jointly, requesting to vacate certain roadways under the control of Highlands County; and

WHEREAS, Florida Statutes, Section 336.09 requires that the County adopt a resolution declaring the time and place that it will hold a public hearing for the purpose of considering the requested roadway vacation.

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. Notice of Public Hearing to Consider Road Vacation. A public hearing shall be held on **Tuesday, July 20, 2021 at 9:00 a.m.**, or as soon thereafter as possible, for the Highlands County Board of County Commissioners to consider the request to close that roadway described as follows:

Parcel # 1

A portion of Oak Beach Boulevard, lying in Section 32, Township 35 South, Range 29 East, being more particularly described as follows:

Commence at the Northwest corner of Whispering Oaks, as recorded

in Plat Book 16, Page 98, of the Public Records of Highlands County, Florida; thence run North 00º 03'23" West, a distance of 50.01 feet to the Point of Beginning; thence continue North 00º 03'23" West, a distance of 50.00 feet to the most Westerly Corner of Lot 49, Block 11 of Oak Beach Colony Subdivision, as recorded in Plat Book 7, Page 20 of the Public Records of Highlands County, Florida; thence South 36º 56'24" East along the Southwesterly line of Lot 49, Block 11, a distance of 80.00 feet to the most Southerly corner of said Lot 49, Block 11; thence North 73º 49'09" West a distance of 50.01 feet to the Point of Beginning.

Containing 1,536 square feet or 0.04 acres, more or less.

Adjacent Property Owner: Patricia C. Morgan
Physical Address: 2036 Oak Beach Blvd., Sebring, FL 33875
Parcel Identification Number: C-32-35-29-040-0110-0490

AND

Parcel # 2

A portion of Oak Beach Boulevard, lying in Section 32, Township 35 South, Range 29 East, being more particularly described as follows:

Begin at the Northwest corner of Whispering Oaks, as recorded in Plat Book 16, Page 98, of the Public Records of Highlands County, Florida; thence run North 00º 03'23" West, a distance of 50.01 feet; thence South 73°49'09" East, a distance of 50.01 feet to the Southerly corner of Lot 49, Block 11 of Oak Beach Colony Subdivision, as recorded in Plat Book 7, Page 20 of the Public Records of Highlands County, Florida and also the Northeasterly corner of Lot 7 of said Whispering Oaks, as recorded in Plat Book 16, Page 98; thence South 53°03'36" West, along the Northerly line of said Lot 7 of said Whispering Oaks, a distance of 60.03 feet to the Point of Beginning.

Adjacent Property Owner: Edward Sykes and Deborah Sykes, husband and wife
Physical Address: 1029 Whispering Oaks Ct., Sebring, FL 33875
Parcel Identification Number: C-32-35-29-080-0000-0070

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the request by John K. McClure, Esquire, on behalf of Patricia Morgan and Edward and Deborah Sykes, jointly, to close the roadway described herein, which is the subject of this

Resolution, 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 _____ day of March, 2021.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Scott Kirouac, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

PETITION

TO: Highlands County Board of County Commissioners
c/o Engineering Department
505 South Commerce Avenue
Sebring, Florida 33870

FROM: John K. McClure, Esq.
On behalf of Patricia Morgan
and Edward and Deborah Sykes
211 S. Ridgewood Drive
Sebring, FL 33870

TEL. NO. (863) 402-1888

DATE: March 30, 2021

This is to Petition the Board of County Commissioners to consider vacating a publicly dedicated right-of-way, as shown on the attached map/survey (Exhibit "A"), regarding the legal description as follows:

Parcel # 1 (owned by Patricia C. Morgan):

A portion of right of way of Oak Beach Boulevard, lying in Section 32, Township 35 South, Range 29 East, being more particularly described as follows:

Commence at the Northwest corner of Whispering Oaks, as recorded in Plat Book 16, Page 98, of the Public Records of Highlands County, Florida; thence run North 00° 03'23" West, a distance of 50.01 feet to the Point of Beginning; thence continue North 00° 03'23" West, a distance of 50.00 feet to the most Westerly Corner of Lot 49, Block 11 of Oak Beach Colony Subdivision, as recorded in Plat Book 7, Page 20 of the Public Records of Highlands County, Florida; thence South 36° 56'24" East along the Southwesterly line of Lot 49, Block 11, a distance of 80.00 feet to the most Southerly corner of said Lot 49, Block 11; thence North 73° 49'09" West a distance of 50.01 feet to the Point of Beginning.

Containing 1,536 square feet or 0.04 acres, more or less.

Parcel Identification Number: C-32-35-29-040-0110-0490

Physical Address: 2036 Oak Beach Blvd., Sebring, FL 33875

AND

Parcel # 2 (owned by Edward Sykes and Deborah Sykes, husband and wife):

A portion of right of way of Oak Beach Boulevard, lying in Section 32, Township 35 South, Range 29 East, being more particularly described as follows:

Commence at the Northwest corner of Whispering Oaks, as recorded in Plat Book 16, Page 98, of the Public Records of Highlands County, Florida; thence run North 00° 03'23" West, a distance of 50.01 feet; thence South 73°49'09" East, a distance of 50.01 feet to the Southerly corner of Lot 49, Block 11 of Oak Beach Colony Subdivision, as recorded in Plat Book 7, Page 20 of the Public Records of Highlands County, Florida and also the Northeasterly corner of Lot 7 of said Whispering Oaks, as recorded in Plat Book 16, Page 98; thence South 53°03'36" West, along the Northerly line of said Lot 7 of said Whispering Oaks, a distance of 60.03 feet to the Point of Beginning.

Parcel Identification Number: C-32-35-29-080-0000-0070

Physical Address: 1029 Whispering Oaks Ct., Sebring, FL 33875

This Petition is being requested for the following reasons:

Petitioner Morgan desires to enlarge her lot to allow sufficient setback to construct a garage. The right-of-way requested is excess as part of a previous re-plat that is not used as part of the relocated roadway and appears to be excess property. Petitioner Sykes is joining to enlarge the size of his lot, as the right-of-way does not appear to be utilized now nor would it serve a foreseeable future need.

I will publish the Notice of Public Hearing in not less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing and will have proof of publication in your office prior to the date of hearing. Please contact me directly at (863) 402-1888, to schedule the hearing date and time for this matter to be considered.

Attorney for Petitioners

Signature of Petitioner

Attached: Survey and map.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**
Kenya A. Anderson, MSP

SUBJECT/TITLE: **Request approval of the agreement between Highlands County and Excavation Point, Inc., for the construction of the Placid Lakes Sidewalk Improvements, ITB No. 21-011, in the amount of $69,343.00.**

STATEMENT OF ISSUE

Placid Lakes Sidewalk Improvements was set up and funded in Fiscal Year 2020/2021 at the request of the residents of Placid Lakes to improve the sidewalk located adjacent to Placid Lakes Boulevard. The Engineering staff has worked diligently with the residents to determine what the best solution would be for repairing a portion of the existing sidewalk. Through the Placid Lakes Special Benefit District (SBD), the Board allocated $105,000.00 for construction of this project and a playground. The playground was recently completed and there is $74,017.00 remaining. The work consists of, but not limited to, the removal of existing concrete sidewalk, adding new concrete sidewalk, installation of detectable warning surfaces, milling and resurfacing of existing side road approaches, striping, and installation of sod within the rights-of-way of Placid Lakes Boulevard as depicted in Exhibit A. Maintenance of traffic will be the responsibility of the Contractor.

Attached for your approval is the agreement between Highlands County and Excavation Point, Inc., for the above referenced project in the amount of $69,343.00. Excavation Point Inc., Contractor, will have seventy-five (75) days to complete the Project after the date when the Contract Times commence to run. Excavation Point Inc., was the lowest bidder as shown on the following summary of bid submittals.

BIDDER	LUMP SUM BID	CORRECTED LUMP SUM BID AMOUNT
Brian Sullivan Contractor Inc	$95,622.00	$95,615.10
Excavation Point Inc	$69,373.00	$69,343.00
L. Cobb Construction Inc	$94,188.66	$94,646.54
Las Construction Corp	$116,703.00	
Pavement Maintenance, LLC	$196,169.00	$196,259.80

Kenya A. Anderson, MSP, is the project manager under the direct supervision of the Assistant County Engineer, J.D. Langford, Jr., P.E. The County Attorney has reviewed and approved the agreement.

RECOMMENDED ACTION

Move to approve the agreement between Highlands County and Excavation Point, Inc., for the construction of the Placid Lakes Sidewalk Improvements, ITB No. 21-011, in the amount of $69,343.00.

FISCAL IMPACT

There is no fiscal impact to Fund 107 (Placid Lakes SBD) as the funding for this project was included in the FY 20/21 Adopted budget.

Attachments: Award Recommendation EXEC - Scanned.pdf
DIGITALLY SIGNED BY KENYA.pdf
Location Map.pdf
21-011 Excavation Point Inc BID Form.pdf
Placid Lakes Sidewalk Construction Agreement.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD
ITB 21-011
Placid Lakes Sidewalk Improvements
Bid Opening Date:
04/21/21

	LOCAL VENDOR	TOTAL	CORRECTIVE TOTAL
Brian Sullivan Contractor Inc	YES	~~$95,622.00~~	$95,615.10
Excavation Point Inc	**YES**	~~$69,373.00~~	$69,343.00
L Cobb Construction Inc	NO	~~$94,188.66~~	$94,646.54
Las Construction Corp	NO	$116,703.00	
Pavement Maintenance LLC	NO	~~$196,169.00~~	$196,259.80

Local Preference was not used to award this project.

This award will be from the date of board aproval in accordance with the solicitation documents and with the approval as required by the Purchasing Manual. Work will be substantially complete within sixty (60) calendar days and achieve final completion and ready for final payment with in seventy-five (75) calendar days after the date of the Notice to Proceed.

Recommendation:

RECOMMENDED AWARDING TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, EXCAVATION POINT INC.

Christine Davis Digitally signed by Christine Davis Date: 2021.05.05 11:15:47 -04'00'

Christine Davis, Purchasing Manager

Clinton Howerton Jr. Digitally signed by Clinton Howerton Jr. Date: 2021.05.05 18:07:15 -04'00'

Clinton Howerton, P.E., Engineering Department Director Date

Recommendation approved by:

Laurie A. Hurner Digitally signed by Laurie A. Hurner Date: 2021.05.06 11:28:00 -04'00'

Randy Vosburg, County Administrator Date

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
ENGINEERING DEPARTMENT

April 28, 2021

Via E-Mail

Christine Davis
cmdavis@hcbcc.org

RE: **Placid Lakes Sidewalk Improvements**
ITB No. 21-011

Dear Ms. Davis:

After a thorough review of the five Bid Forms submitted for the April 21, 2021 Bid Opening for the above referenced project, I recommend the award of this bid to Excavation Point, Inc. for the total Corrected lump sum bid amount of $69,343.00. The following is a summary of the bid submittals:

BIDDER	LUMP SUM BID	CORRECTED LUMP SUM BID AMOUNT
Brian Sullivan Contractor Inc	$95,622.00	$95,615.10
Excavation Point Inc	$69,373.00	**$69,343.00**
L. Cobb Construction Inc	$94,188.66	$94,646.54
Las Construction Corp	$116,703.00	
Pavement Maintenance, LLC	$196,169.00	$196,259.80

As stated in the Bid Specifications, **this is a Lump Sum Bid and Award will be based on the Lump Sum Bid price**. Unit prices are provided by the bidder and may be used by the Owner to establish the value (increase or decrease in contract price) of changes in the work.

Feel free to contact me if you have any questions.

Sincerely,

Kenya Anderson Digitally signed by Kenya Anderson
Date: 2021.04.28 15:46:07 -04'00'

Kenya A. Anderson, MSP
Project Manager

xc: James D. Langford, P.E., Assistant County Engineer
Jonathan Harrison, Road and Bridge Director

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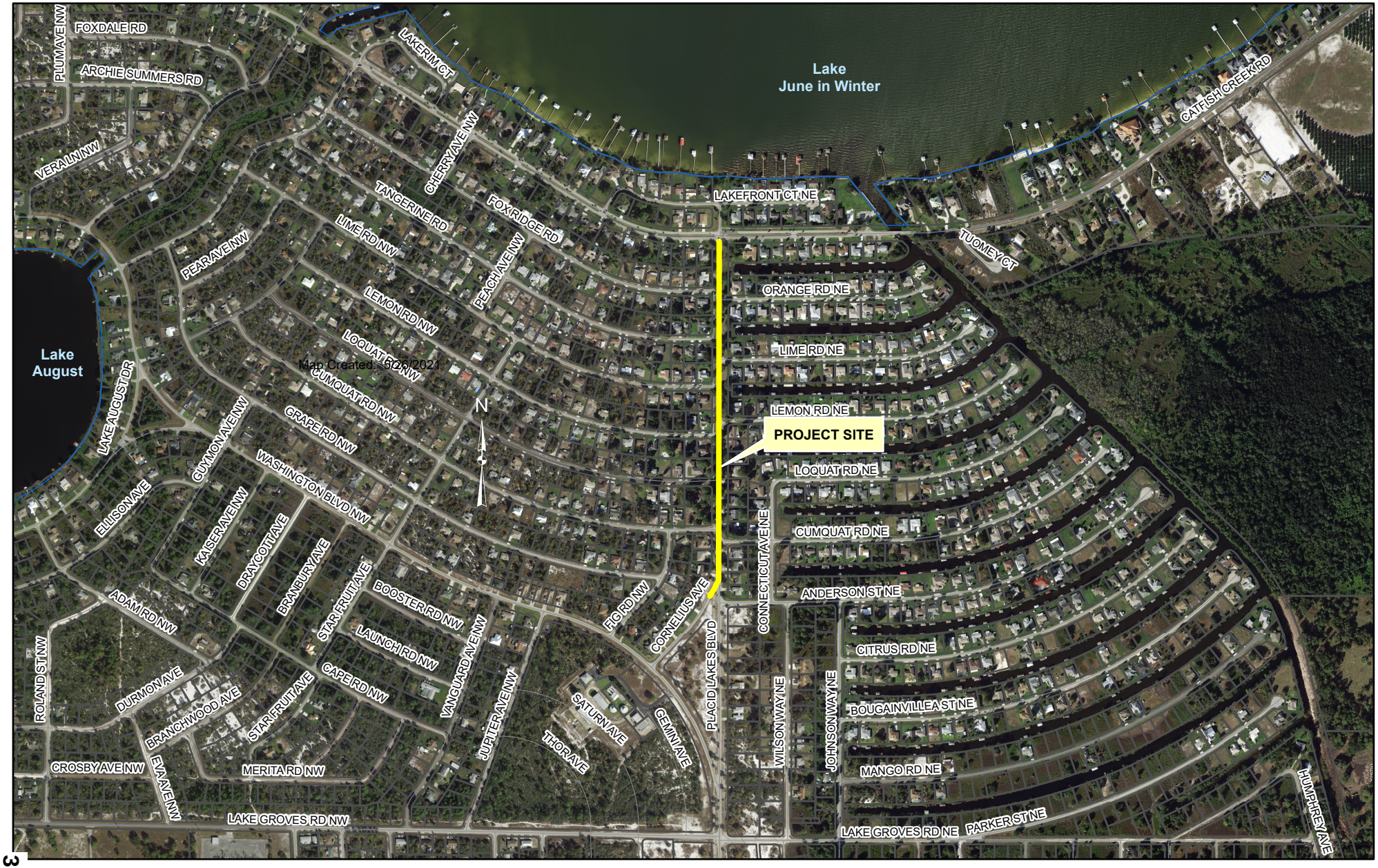
Highlands County Engineering Department

LOCATION MAP
PLACID LAKES SIDEWALK IMPROVEMENTS
ADA TRANSITION PLAN

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

For Reference Only - Not A Boundary Survey

1 inch = 833 feet



SECTION 00300
BID FORM
ITB 21-011

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

SOLICITATION IDENTIFICATION: **ITB 21-011**

SOLICITATION NAME: **Placid Lakes Sidewalk Improvements ~~ADA Transition Plan (Project No. 20004)~~**

SUBMITTED BY:

Excavation Point Inc.
Bidder/Proposer Name

Tal J. Rancourt, President
Bidder/Proposer Authorized Representative's Name and Title

7944 S. George Blvd
Bidder/Proposer Address 1

Sebring, FL 33875
Bidder/Proposer Address 2

Tal J. Rancourt, President
Contact's Name and Title (Print)

mail@excavationpoint.com
Contact's E-mail Address

(863) 471-1997
Contact's Phone Number

789514106
Dun's Number

59-3080708
Employer Identification Number/Federal Employer Identification

1. The Bidder proposes and agrees, if this Bid is accepted, to furnish all labor, materials, and equipment to construct and complete the Work according to and as specified or indicated in ITB 21-011 and the Bidding Documents for the Bid Price and within the time periods stated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. Bidder will sign and deliver the required number of the other documents required by this ITB within fifteen (15) days after the date of County's Notice of Award.

3. **Acknowledgement of Addenda** Bidder/Proposer represents that:
   - It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.

- Bidder/Proposer acknowledges they have examined and carefully studied this solicitation and the following Addenda (receipt of all which is hereby acknowledged):

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued
1	4/8/21						

b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance, and furnishing of the Work;

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

d. Bidder acknowledges that County and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the Site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

e. Bidder is aware of the general nature of the Work to be performed by County and others at the Site that relates to the Work.

f. Bidder has correlated information known to Bidder, information and observations obtained from visits to the Site and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over County.

4. **Documentation included with Bid Submittal**:
Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.
The list of forms below is meant only as a guide. It is the Proposer's responsibility to review and include all requested and required documentation.

Forms		circle one
COMPLIANCE FORMS		
Proposal/Bid Form: include acknowledgement of all addenda, original signature.	Required	YES NO
Drug-Free Workplace Certification, F.S. 287.087	Required	YES NO
Public Entity Crimes Sworn Statement, F.S. 287.133	Required	YES NO
Discrimination Certification, F.S. 287.134	Required	YES NO
Scrutinized Companies Certification, F.S. 287.135	Required	YES NO
E Verify Certification	Required	YES NO
Local Preference Affidavit of Eligibility	Required	YES NO
Sub-Contractor List	Required	YES NO
Trench Safety Certification	Required	YES NO
Statement of Indemnification	Required	YES NO
Bid Security in the form of Not Applicalbe	As Required	YES NO
MISCELANEOUS DOCUMENTATION		
Bidder Qualification documents, Section 00100, Article 3		YES NO
Sunbiz.org Print out for Proposer FEI/EIN Number		YES NO
Acord Certificate of Insurance Form (sample copy of insurance)		YES NO
Women / Minority Business Enterprise Certification		YES NO
References, 3 in last 5 years, similar work Provide a completed "Project Confirmation Survey" for each (found in section 00160)		YES NO
Licenses, Certifications		YES NO
Submission Package: Two (2) all-inclusive identical paper copies, each to be clearly marked one (1) ORIGINAL and one (1) COPY, and one (1) all-inclusive original, electronic copy (on a Thumb drive) of the original response containing the requested and required documents and forms (signed in blue ink)		YES NO
Statement of "No Bid" (found in section 00160)	If applicable	N/A
Sealed Submission Label (affix to outside of submittal package) (found in section 00160)		✓

5. **Pricing**

This is a Lump Sum based on the Unit Price below. Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum. Award will be based on the total Grand Total Bid Amount, and requirements of Bidder. All work for this ITB will be awarded to one (1) Bidder.

PLACID LAKE SIDEWALK IMPROVEMENTS					
TASK NO.	**ITEM DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**EXTENDED PRICE**
1	MOBILIZATION	1	LS	5625.00	5625.00
2	INSURANCE	1	LS	325.00	325.00
3	BONDS	1	LS	N/A	N/A
4	CONSTRUCTION SURVEY STAKING INCLUDING AS-BUILT	1	LS	2950.00	2950.00
5	TESTING	1	LS	750.00	750.00
6	MAINTENANCE OF TRAFFIC	1	LS	4725.00	4725.00
7	REMOVAL OF EXISTING CONCRETE SIDEWALK	405	SY	15.60	6318.00
8	REMOVAL OF EXISTING ASPHALT PAVEMENT ROADWAY	3	SY	20.00	60.00
9	MILLING EXISTING ASPH PAVT, 1 1/2" AVG DEPTH	510	SY	7.00	3570.00
10	REGULAR EXCAVATION	6	CY	170.00	1020.00
11	REGULAR EMBANKMENT	6	CY	170.00	1020.00
12	STABILIZATION, TYPE B, LBR 40, 12" COMPACTED THICKNESS SIDE STREET CONSTRUCTION	6	SY	70.00	420.00
13	OPTIONAL BASE, BASE GROUP 6, 8" COMPACTED THICKNESS	6	SY	70.00	420.00
14	SUPERPAVE ASPHALTIC CONCRETE, 1 1/2" THICK, RAP 30% MAXIMUM (PATCH)	1	TN	250.00	250.00
15	SUPERPAVE ASPHALTIC CONCRETE, 1 1/2" THICK, RAP 30% MAXIMUM (RESURFACE)	50	TN	218.00	10900.00
16	SIDEWALK CONCRETE, 4" THICK, 2,500 PSI MIN	450	SY	45.50	20475.00
17	DETECTABLE WARNING, YELLOW, EMBEDDED	202 ~~201~~	SF	30.00	6060.00
18	PERFORMANCE TURF (SOD)	540	SY	3.25	1755.00
19	REMOVE AND REINSTALL EXISTING STOP SIGNS	7	AS	30.00	210.00
20	TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 12"	325	LF	2.00	650.00

21	TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 24"	125	LF	3.00	375.00
22	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	325	LF	2.60	845.00
23	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	125	LF	5.20	650.00
	TOTAL BASE BID (written numerically)				$69,373.00
TOTAL BASE BID (written in words)	Sixty-Nine Thousand Three Hundred Seventy-Three Dollars and Zero Cents				

6. Bidder agrees that the Work will be **substantially complete** within **sixty (60) calendar days** and achieve **final completion** and ready for final payment within **seventy-five (75) calendar days** after the date when the Contract Times commence to run. The Contract Times will commence to run on the thirteenth (13th) day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement.

7. **Liquidated Damages**
Owner and Contractor recognize that time is of the essence of this Agreement, Section 00500 and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.01 of this Article. In agreeing upon the daily liquidated damages amount stated in this paragraph, Owner and Contractor have considered the original Contract Price stated in Article 4 of this Agreement, the average construction, engineering, and inspection costs experienced by Owner, and anticipated costs of project-related delays and inconveniences to Owner and the public. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (and not as a penalty) Contractor shall pay Owner **One-Thousand Dollars ($1,000.00)** for each calendar day that expires after the time specified in paragraph 3.01 of this Article until the Work is completed and ready for final payment. Liquidated damages shall be deducted by Owner from any balance due Contractor or, if the balance due Contractor is less than the amount of liquidated damages, Contractor shall pay to Owner the remaining unpaid liquidated damages within thirty (30) days after Owner's invoice is sent to Contractor.

   Owner does not waive its right to liquidated damages due under this Agreement by allowing Contractor to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

   In the case of a default of this Agreement and the completion of the Work by Owner, Contractor and Contractor's surety are liable for the liquidated damages under this Agreement, but Owner will not charge liquidated damages for any delay in the final completion of Owner's performance of the Work due to any unreasonable action or delay on the part of Owner.

8. Communications concerning this Bid have been addressed only to the contacts listed in Article 23 of Section 00100.

SUBMITTED on April 21, 2021

State Contractor License No. CUC1225279, Expiration 08/31/2022

If Bidder is:

An Individual:

Individual Name: Not Applicable

Signature: _____

Doing business as: _____

Business address: _____

Phone No.: _____

A Partnership: (SEAL)

Partnership's name: Not Applicable

State in which organized: _____

Type of partnership: _____

Name of general partner: _____

Signature: _____

Business address: _____

Phone No.: _____

A Corporation: (SEAL)

Corporation's name: Excavation Point Inc.

State of incorporation: Florida

Name of authorized person to sign: Tal J. Rancourt

Title: President

Signature: _____

Date of qualification to do business: November 11, 1991

Attest: (Secretary) Tal J. Rancourt

Business address: 7944 S. George Blvd Sebring FL 33875

Phone No.: (863) 471-1997

A Limited Liability Company:

Limited Liability Company's name: Not Applicable

State in which registered: _____

Type of limited liability company (member managed, or manager managed) _____

Name of manager or authorized member to sign: _____

Signature: _____

Business address: _____

Phone No.: _____

A Joint Venture: (SEAL)

Name 1: Not Applicable

Signature 1: _____

Address 1: _____

Name 2: _____

Signature 2: _____

Address 2: _____

Address for receipt of official communications: _____

Phone number for official communications: _____

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

-END OF SECTION-

AGREEMENT

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and **EXCAVATION POINT, INC.**, a Florida corporation, 7944 South George Blvd., Sebring, Florida 33875, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY intends to contract for the removal of approximately four hundred and five (405) square yards of concrete sidewalk, adding approximately four hundred and fifty (450) square yards of concrete sidewalk, installation of detectable warning surfaces, and installation of sod within the rights-of-way of **Placid Lakes Sidewalk** as depicted in Exhibit A.; and

WHEREAS, the COUNTY has received bids, in accordance with the Highlands County Purchasing Manual and Florida Statutes; and,

WHEREAS, the CONTRACTOR has submitted the lowest responsive bid most advantageous to the COUNTY; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein.

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

CONTRACTOR agrees that the Work will be substantially complete within sixty (60) calendar days and achieve final completion and be ready for final payment within seventy-five (75) calendar days after the date the Contract Times commence to run. The Contract times will commence to run on the thirteenth (13^{th}) day after the effective date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective date of this agreement.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. WARRANTY.

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

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

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

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

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

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

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

E. CONTRACTOR shall post a payment and performance bond in accordance with Florida Statutes, Section 255.05.

SECTION 6. STANDARD OF CARE.

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

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

SECTION 7. COMPENSATION.

A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.735, Local Government Prompt Payment Act, if applicable, and Highlands County's Prompt Payment Policy. The amount to be paid under this Agreement for services rendered will be **Sixty-Nine Thousand, Three Hundred Forty-Three and 00/100 Dollars ($69,343.00)**, in accordance with the pricing quote set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

B. Services to be performed in accordance with this Agreement are subject to the appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

The County may terminate this Agreement, without cause, given ten (10) days written notice to the CONTRACTOR.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

1 Workers' Compensation. Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Laws and Regulations. This insurance policy must include Employer's Liability with a limit of $1,000,000 each accident, $500,000 disease (policy Limit), and $100,000 disease (each employee).

2. Commercial General Liability. Occurrence Form Required: Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury.

3. Commercial Auto Liability Insurance. Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage

liability. That insurance shall cover liability arising out of any ITB 21-011 – DIVISION 0 / SECTION 00800-6 auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

4. Umbrella Excess Liability - Contractor may satisfy the required minimum liability limits with an Umbrella or Excess Liability policy. Contractor agrees to endorse Owner and its elected officials, agents, employees, and volunteers, in the manner required by Paragraph 6.03.K.7, as Additional Insureds unless the Umbrella provides "follow form" provisions of the underlying policies. This must be confirmed in writing on the Certificate of Insurance.
5. Deductibles/Retentions - Contractor is responsible for any expenses or costs below deductibles applicable to any policies.
6. Formal Certificates of Insurance shall be delivered by Contractor to Owner upon execution of the Agreement. Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by Owner before commencement of any Work activities.
7. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation. Additional Insureds status for Completed Operations must be provided without time limitation or for a minimum of 5 years following completion of the Project.
8. These are minimum requirements which are subject to modification in response to high hazard operations. Owner reserves the right to require Contractor to provide and pay for any other insurance coverage Owner deems necessary, depending upon the possible exposure to liability.
9. The policies of insurance shall be written on forms acceptable to Owner and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A-Excellent: FSC VII.
10. All policies must include Waiver of Subrogation and any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance shall be Primary and Non-Contributory. Each Certificate of Insurance shall confirm in writing that these provisions apply.

SECTION 11. COUNTY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY CLERK: **Gloria Rybinski**
County Public Information Officer
600 South Commerce Avenue
Sebring, Florida 33870
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov

B. CONTRACTOR agrees to comply with public records laws, specifically to:

i. Keep and maintain public records required by the COUNTY to perform the services set forth herein.

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

iii. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

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

SECTION 15. INDEPENDENT CONTRACTOR.

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

SECTION 16. APPLICABLE LICENSING.

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

SECTION 17. COMPLIANCE WITH ALL LAWS AND GRANT REQUIREMENTS.

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

SECTION 18. INDEMNIFICATION.

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

SECTION 19. BANKRUPTCY OR INSOLVENCY.

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

SECTION 20. BINDING EFFECT.

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

SECTION 21. ASSIGNMENT.

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

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

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

SECTION 24. NOTICE.

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

To County:	Name:	Highlands County Board of County Commissioners
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator
with copies to:		Christine Davis, Purchasing Manager
and		The County Attorney

		600 South Commerce Avenue
		Sebring, Florida 33870
	Telephone:	863-402-6500
and		Clinton Howerton, County Engineer
	E-Mail:	chowerton@HighlandsFL.gov
	Address:	501 South Commerce Avenue
		Sebring, Florida 33875

To Contractor	Name:	Excavation Point, Inc.
	Address:	7944 South George Blvd.
		Sebring, Florida 33875
	Attn:	Tal Rancourt, President
	Telephone:	(863) 471-1997
	E-Mail:	mail@excavationpoint.com

SECTION 25. MODIFICATION.

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

SECTION 26. HEADINGS.

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

SECTION 27. ADMINISTRATIVE PROVISIONS.

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

SECTION 28. CONFLICT OF INTEREST.

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

SECTION 29. PUBLIC ENTITY CRIMES.

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

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain

the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 33. USE OF COUNTY LOGO, NAME, SEAL, FLAG AND/OR COUNTY LETTERHEAD

The CONTRACTOR may only use Highlands County's name, logo seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to use of the same. In addition, the CONTRACTOR shall not use the COUNTY's Letterhead for issuing any correspondence, for any purpose, without the express written consent of the COUNTY Administrator.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 35. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or

nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 36. MISCELLANEOUS COMPLIANCE.

A. The CONTRACTOR shall not employee any unauthorized aliens in violation of Section 274A(e) of the Immigration and Nationality Act.

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

C. The CONTRACTOR certifies that it nor any of its affiliates have been placed on the Discriminatory Vendor List kept by the Florida Department of Management Services pursuant to Florida Statutes, Section 287.134.

D. LIQUIDATED DAMAGES: COUNTY and CONTRACTOR also recognize the delays, expense and difficulties involved in proving the actual loss suffered by COUNTY if the Work is not completed on time. Accordingly, instead of requiring such proof, COUNTY and CONTRACTOR agree that as liquidated damages for delay (and not as a penalty) CONTRACTOR shall pay COUNTY One Thousand Dollars ($1,000.00.) for each calendar day that expires after the time specified in Section Two of this Agreement until the work is complete and ready for final payment. Liquidated damages shall be deducted by COUNTY from any balance due CONTRACTOR, or if the balance due CONTRACTOR is less than the amount of liquidated damages, CONTRACTOR shall pay to COUNTYr the remaining unpaid liquidated damages within thirty (30) days after Owner's invoice is sent to CONTRACTOR.

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

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

By:_____
Scott A. Kirouac, Chairman

ATTEST:

By:_____
Jerome Kaszubowski, Clerk

CONTRACTOR
Excavation Point, Inc.,
a Florida corporation

By: _____
Tal Rancourt, President

ATTEST:

By:_____
Print Name: Tal J. Rancourt
Title: Secretary

G:\COUNTY\PURCHASING DEPT\ITB 21-011\Placid Lakes Sidewalk Contract - 050521.docx

Exhibit "A"
Scope of Services

The principal features of the Project are:
To provide all labor, materials and equipment to construct the Placid Lakes Sidewalk Improvements project in accordance with ITB 21-011, the plans and specifications. The work consists of, but not limited to, the removal of existing concrete sidewalk, adding new concrete sidewalk, installation of detectable warning surfaces, milling and resurfacing of existing side road approaches, striping, and installation of sod within the rights-of-way of Placid Lakes Boulevard as depicted in Exhibit C. Maintenance of traffic will be the responsibility of the Contractor.

Work will be substantially complete within sixty (60) calendar days and achieve final completion and ready for final payment within seventy-five (75) calendar days after the date when the Contract Times commence to run.

-END OF EXHIBIT A-

Exhibit "B"
Compensation

21-011					
PLACID LAKE SIDEWALK IMPROVEMENTS				**Excavation Point Inc**	
TASK NO.	**ITEM DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**EXTENDED PRICE**
1	MOBILIZATION	1.00	LS	$5,625.00	$5,625.00
2	INSURANCE	1.00	LS	$325.00	$325.00
3	BONDS	1.00	LS	$0.00	$0.00
4	CONSTRUCTION SURVEY STAKING INCLUDING AS-BUILT	1.00	LS	$2,950.00	$2,950.00
5	TESTING	1.00	LS	$750.00	$750.00
6	MAINTENANCE OF TRAFFIC	1.00	LS	$4,725.00	$4,725.00
7	REMOVAL OF EXISTING CONCRETE SIDEWALK	405.00	SY	$15.60	$6,318.00
8	REMOVAL OF EXISTING ASPHALT PAVEMENT ROADWAY	3.00	SY	$20.00	$60.00
9	MILLING EXISTING ASPH PAVT, 1 1/2" AVG DEPTH	510.00	SY	$7.00	$3,570.00
10	REGULAR EXCAVATION	6.00	CY	$170.00	$1,020.00
11	REGULAR EMBANKMENT	6.00	CY	$170.00	$1,020.00
12	STABILIZATION, TYPE B, LBR 40, 12" COMPACTED THICKNESS SIDE STREET CONSTRUCTION	6.00	SY	$70.00	$420.00
13	OPTIONAL BASE, BASE GROUP 6, 8" COMPACTED THICKNESS	6.00	SY	$70.00	$420.00
14	SUPERPAVE ASPHALTIC CONCRETE, 1 1/2" THICK, RAP 30% MAXIMUM (PATCH)	1.00	TN	$250.00	$250.00
15	SUPERPAVE ASPHALTIC CONCRETE, 1 1/2" THICK, RAP 30% MAXIMUM (RESURFACE)	50.00	TN	$218.00	$10,900.00
16	SIDEWALK CONCRETE, 4" THICK, 2,500 PSI MIN	450.00	SY	$45.50	$20,475.00

17	DETECTABLE WARNING, YELLOW, EMBEDDED	201.00	SF	$30.00	$6,030.00
18	PERFORMANCE TURF (SOD)	540.00	SY	$3.25	$1,755.00
19	REMOVE AND REINSTALL EXISTING STOP SIGNS	7.00	AS	$30.00	$210.00
20	TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 12"	325.00	LF	$2.00	$650.00
21	TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 24"	125.00	LF	$3.00	$375.00
22	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	325.00	LF	$2.60	$845.00
23	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	125.00	LF	$5.20	$650.00
		Corrective Total			**$69,343.00**

-END OF EXHIBIT B-

Exhibit "C"
Plans

See attached plans Placid Lakes Sidewalk Improvements, dated 5/13/2021, 12 pages, "For Construction"

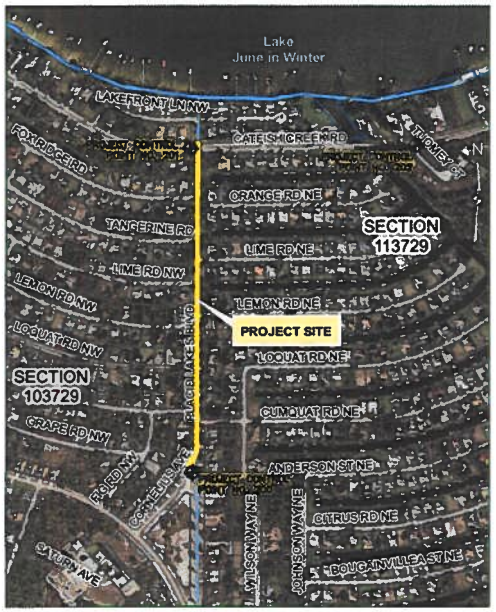
	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES, SPECIFICATIONS,
3	LEGEND
4-10	PLAN
11-12	FDOT DETAILS

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
CONSTRUCTION PLANS
FOR
PLACID LAKES SIDEWALK IMPROVEMENTS



sunshine state ONE CALL 811

STATE LAW REQUIRES EXCAVATORS TO CALL 811 BEFORE DIGGING PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT" CHAPTER 556, FLORIDA STATUTES. FAILURE TO CALL CAN RESULT IN FINES FROM $250 TO $5,000.



PROJECT LOCATION MAP
(NOT TO SCALE)

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS DATED 2016, AS AMENDED BY CONTRACT DOCUMENTS.
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/roadway/floridagreenbook/2016floridagreenbookfinal-982972170.pdf?sfvrsn=946ed802_2

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2020/2021 STANDARD PLANS AND REVISED INDEX DRAWINGS AS APPENDED HEREIN, AND JULY 2020 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION; AS AMENDED BY CONTRACT DOCUMENTS.

HIGHLANDS COUNTY TECHNICAL STANDARDS MANUAL, THROUGH RESOLUTION 14-15-60.
http://cms2.revize.com/revize/highlandscounty/document_center/LDRS%20thru%20Ord%2017-18-15%20(7-25-18).pdf

PLANS PREPARED BY HIGHLANDS COUNTY ENGINEERING DEPARTMENT

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

COUNTY OF HIGHLANDS STATE OF FLORIDA 1921

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

ENGINEER OF RECORD
JAMES D. LANGFORD, JR., P.E.

RIGHT-OF-WAY WIDTH = 100' WIDTH
APPROXIMATE PROJECT LENGTH = 2160 LF (0.4 MILE)
POSTED SPEED LIMIT = 35 MPH

UTILITY COMPANIES

DUKE ENERGY
4723 KENILWORTH BLVD
SEBRING, FL 33870
MARK MANNER
(863) 678-4476

PLACID LAKES UTILITIES
410 WASHINGTON BLVD. NW
LAKE PLACID, FL 33852
863-465-0345

COMCAST
12800 WESTLINKS DR. SUITE #4
FORT MYERS FL, 33913
LYNN DUNDAS
CONSTRUCTION SPECIALIST II
CELL 239-896-6328

HIGHLANDS COUNTY TRAFFIC
505 SOUTH COMMERCE AVE.
SEBRING, FL 33870
EDWARD CARDONA
863-402-6536 Ext:6536

CENTURY LINK
924 MEMORIAL DRIVE
AVON PARK, FL 33825
KEN LUTZ
863-452-3185

PLACID LAKE SIDEWALK IMPROVEMENTS HIGHLANDS COUNTY PROJECT NO. 20004 BASE BID			
TASK NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	MOBILIZATION	1	LS
2	BONDS & INSURANCE	1	LS
3	CONSTRUCTION SURVEY STAKING INCLUDING AS-BUILT	1	LS
4	TESTING	1	LS
5	MAINTENANCE OF TRAFFIC	1	LS
6	REMOVAL OF EXISTING CONCRETE SIDEWALK	405	SY
7	REMOVAL OF EXISTING ASPHALT PAVEMENT ROADWAY	3	SY
8	MILLING EXISTING ASPH PAVT, 1 1/2" AVG DEPTH	510	SY
9	REGULAR EXCAVATION	6	CY
10	REGULAR EMBANKMENT	6	CY
11	STABILIZATION, TYPE B, LBR 40, 12" COMPACTED THICKNESS SIDE STREET CONSTRUCTION	6	SY
12	OPTIONAL BASE, BASE GROUP 6, 8" COMPACTED THICKNESS	6	SY
13	SUPERPAVE ASPHALTIC CONCRETE, 1 1/2" THICK, RAP 30% MAXIMUM (PATCH)	1	TN
14	SUPERPAVE ASPHALTIC CONCRETE, 1 1/2" THICK, RAP 30% MAXIMUM (RESURFACE)	50	TN
15	SIDEWALK CONCRETE, 4" THICK, 2,500 PSI MIN	450	SY
16	DETECTABLE WARNING, YELLOW, EMBEDDED	201	SF
17	PERFORMANCE TURF (SOD)	540	SY
18	REMOVE AND REINSTALL EXISTING STOP SIGNS	7	AS
19	TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 12"	325	LF
20	TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 24"	125	LF
21	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	325	LF
22	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	125	LF

PROJECT CONTROL POINTS				
Point Number	Easting	Northing	Elevation	Description
200	526477.1010'	1067792.2220'	107.14'	Set Iron Rod w/ cap stamped "Highlands County"
201	526459.4950'	1070234.9910'	76.04'	Set Iron Rod w/ cap stamped "Highlands County"
202	528150.1850'	1070255.0660'	77.82'	Set Iron Rod w/ cap stamped "Highlands County"

REVISIONS			STATUS
DATE	BY		FOR CONSTRUCTION

DESIGNED BY: N/A
DRAWN BY: DOUG MENENDEZ
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 5/13/2021

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

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

PLACID LAKES SIDEWALK PROJECT
SIDEWALK IMPROVEMENTS
COVER SHEET

SCALE: HORIZ. N/A VERT. N/A
PROJECT NO. N/A
REV. 0
SHEET 1 OF 12

C:\PROJECTS\2020\Placid Lakes Sidewalk\All Drawings\20004 Placid Lakes Sidewalks.dwg, 1 COV, Colors As Block Except Grey Colors.ctb

SURVEY & STAKEOUT NOTES:

1. EXISTING SECTION CORNERS AND 1/4 SECTION CORNERS, AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED PRIOR TO CONSTRUCTION AND RESET AFTER CONSTRUCTION. THE CONTRACTOR SHALL HAVE THIS WORK DONE BY A REGISTERED PROFESSIONAL LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE (FLORIDA REGISTRATION). ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE COUNTY SURVEYOR, WITHOUT DELAY, BY TELEPHONE.
2. BENCHMARK DATA IS NORTH AMERICA VERTICAL DATUM OF 1988 (NAVD 88).
3. ANY NGVD-29 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY: GEODETIC INFORMATION CENTER, ATTN: MARK MAINTENANCE SECTION N/CG-162, 6001 EXECUTIVE BOULEVARD, ROCKVILLE, MARYLAND 20852. TELEPHONE (301)443-8319.
4. GRADES SHOWN ARE THE EXISTING GRADES UNLESS OTHERWISE NOTED.

UTILITY & DRAINAGE NOTES:

1. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS NOTED OTHERWISE.
2. THE APPROPRIATE UTILITY COMPANY SHALL BE NOTIFIED BY THE CONTRACTOR 48 HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING THEIR UTILITIES SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT.
3. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES OR UNDERGROUND UTILITIES.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN IN PLACE.
5. THE CONTRACTOR SHALL CALL 811 FOR FIELD LOCATIONS NO LESS THAN 48 HOURS IN ADVANCE OF DIGGING NEAR UNDERGROUND UTILITIES.
6. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
7. THE EXACT LOCATIONS OF EXISTING UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF "OTHER" UTILITIES (NOT SHOWN IN THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE ENGINEER AND NOTIFY THE RESPECTIVE UTILITY OWNERS TO RESOLVE UTILITY CONFLICTS AND UTILITY ADJUSTMENTS, AS REQUIRED.
8. ALL VALVES WITHIN AREA OF CONSTRUCTION OR DISTURBED BY CONSTRUCTION TO BE ADJUSTED TO FINISHED GRADE. REPLACE VALVE COLLARS AND BOXES AS NECESSARY.

CLEARING, GRUBBING & LANDSCAPING NOTES:

1. CONTRACTOR RESPONSIBLE FOR CLEARING BRUSH & VEGETATION WITHIN PROJECT SITE.
2. ALL DISTURBED AREA WITHIN THE RIGHT-OF-WAY AND PROJECT LIMITS SHALL BE SODDED WITH "LIKE KIND" SOD. THE AREAS ON WHICH SOD IS TO BE PLACED SHALL BE THOROUGHLY WETTED PRIOR TO AND AFTER PLACEMENT IS COMPLETE. NO ADDITION OF TOP SOIL MATERIAL IS REQUIRED PRIOR TO PLACEMENT.
3. ALL SOD MATERIALS SHALL BE SUBJECT TO INSPECTION BY THE ENGINEER PRIOR TO PLACEMENT. ANY SOD WITH NOXIOUS WEEDS AND GRASSES, INCLUDING TROPICAL SODA APPLE SHALL BE REJECTED FOR USE ON THIS PROJECT.

MISCELLANEOUS NOTES:

1. CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE TO THE HIGHLANDS COUNTY ENGINEERING DEPARTMENT PROJECT MANAGER PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. EXISTING CONCRETE SIDEWALKS MAY HAVE TO BE ADDED TO OR CUT BACK TO MATCH UP TO PROPOSED PATH IN ORDER TO BETTER MEET ADA STANDARDS.
3. THE CONTRACTOR SHALL REMOVE SURVEY STAKES AND EROSION CONTROL ITEMS PRIOR TO THE COMPLETION OF THE CONTRACT.
4. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL CONSTRUCTION PERMITS AND LICENSES. COUNTY SHALL ASSIST CONTRACTOR, WHEN NECESSARY, IN OBTAINING SUCH PERMITS AND LICENSES.
5. CONTRACTOR SHALL REPAIR ALL DISTURBED IRRIGATION AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL COORDINATE THIS ACTIVITY WITH AFFECTED PROPERTY OWNERS.
6. CONTRACTOR SHALL COORDINATE WITH HIGHLANDS COUNTY PROJECT MANAGER IN ORDER TO COMPLY WITH ALL APPLICABLE TESTING STANDARDS IN ACCORDANCE WITH PROJECT SPECIFICATIONS.

PAVEMENT MARKINGS AND SIGNAGE NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE TO DELIVER ALL EXISTING SIGNS TO BE REMOVED TO THE HIGHLANDS COUNTY TRAFFIC OPERATIONS DEPARTMENT LOCATED AT 4330 GEORGE BLVD., SEBRING, FL. 33875

SIDEWALK SPECIFICATIONS

1. EXCAVATION: EXCAVATE TO THE REQUIRED DEPTH, AND COMPACT THE FOUNDATION MATERIAL UPON WHICH THE CONCRETE SIDEWALK IS TO BE PLACED. THE CONTRACTOR IS RESPONSIBLE FOR DISPOSAL OF EXCESS MATERIALS.
2. COMPACTION: COMPACT FILL AREAS, INCLUDING CUT AREAS UNDER THE SIDEWALK THAT HAVE BEEN EXCAVATED BELOW THE BOTTOM OF SIDEWALK, TO A MINIMUM OF 95% OF AASHTO T99 DENSITY. THE AREA TO BE COMPACTED IS DEFINED AS THAT AREA DIRECTLY UNDER THE SIDEWALK AND 1 FOOT BEYOND EACH SIDE OF THE SIDEWALK WHEN RIGHT-OF-WAY ALLOWS.
3. CONCRETE MATERIALS: USE PORTLAND CEMENT CONCRETE – CLASS NON STRUCTURAL (NS). THE MINIMUM 28-DAY COMPRESSIVE STRENGTH REQUIREMENTS FOR THIS CONCRETE IS 2,500 PSI.
4. FORMS
   FORM MATERIALS: CONSTRUCT FORMS FOR THIS WORK OF EITHER WOOD OR METAL. PROVIDE FORMS THAT ARE STRAIGHT, FREE FROM WARP OR BENDS, AND OF SUFFICIENT STRENGTH, WHEN STAKED, TO RESIST THE PRESSURE OF THE CONCRETE WITHOUT DEVIATION FROM LINE AND GRADE. FOR ALL ITEMS CONSTRUCTED ON A RADIUS, USE FLEXIBLE FORMS.

   DEPTH OF FORMS: ENSURE THAT FORMS HAVE A DEPTH EQUAL TO THE PLAN DIMENSIONS FOR THE DEPTH OF CONCRETE BEING DEPOSITED AGAINST THEM.
5. PLACING CONCRETE: PLACE THE CONCRETE IN THE FORMS, AND TAMP AND SPADE IT TO PREVENT HONEYCOMBING, AND UNTIL THE TOP OF THE STRUCTURE CAN BE FLOATED SMOOTH AND THE EDGES ROUNDED TO THE RADIUS OF ½ INCH.
6. JOINTS
   3/16" SAW CUT JOINTS, 1 1/2" DEEP (WITHIN 96 HOURS) MAX. 5; CENTERS.
   ½" EXPANSION JOINT WHEN RUN OF SIDEWALK EXCEEDS 120' INTERMEDIATE LOCATIONS WHEN CALLED FOR IN THE PLANS OR AT LOCATIONS AS DIRECTED BY THE ENGINEER. EXPANSION JOINTS TO BE ADDED WHERE NEW CONCRETE MEETS EXIST. CONCRETE. FOR CONSISTENCY WITH EXISTING SIDEWALK, THE EDGE OF SIDEWALK SHALL BE PAINTED WITH YELLOW PAINT.

   SAW CUT AT EXISTING JOINT, MEET AND MATCH EXISTING SIDEWALK.
7. SURFACE REQUIREMENTS: PROVIDE THE CONCRETE WITH A BROOM FINISH. ENSURE THAT THE SURFACE VARIATIONS ARE NOT MORE THAT 1/4 INCH UNDER A 10 FOOT STRAIGHTEDGE OR MORE THAT 1/8 INCH ON A 5 FOOT TRANSVERSE SECTION. FINISH THE EDGE OF THE SIDEWALK WITH AN EDGING TOOL HAVING A RADIUS OF 1/2 INCH.
8. CONCRETE MIX DESIGN: BEFORE PRODUCING AND CONCRETE, SUBMIT THE PROPOSED MIX DESIGN TO THE PROJECT MANAGER. THE PROJECT MANAGER MAY DISQUALIFY ANY CONCRETE PRODUCTION FACILITY FOR NON-COMPLIANCE WITH SPECIFICATION REQUIREMENTS.

GENERAL NOTES:

1. RUNNING SLOPE: THE RUNNING SLOPE OF THE SIDEWALK SHALL NOT EXCEED 5%.
2. CROSS SLOPE: THE CROSS SLOPE OF SIDEWALK SHALL BE 1.5%, AND NOT EXCEED 2%.
3. INSTALLATION OF SIDEWALK SHALL MEET ADA REQUIREMENTS
4. GRIND ANY CHANGES IN SURFACE LEVEL OF SIDEWALK TO AN ELEVATION NOT TO EXCEED 1/4".
5. CLEAN AND SEAL ANY JOINTS IN SIDEWALK THAT ARE GREATER THAN 1/2" WITH SEALANT. CONTRACTOR SHALL PROVIDE SPECIFICATIONS FOR APPROVAL BY PROJECT MANAGER PRIOR TO INSTALLATION. SEALANT MUST BE SELF-LEVELING, FIT TO GAP AND SEALANT DEPTH MUST BE CONTROLLED WITH BACKER-ROD (CLOSED CELL ONLY)

REVISIONS			STATUS
DATE	BY	DESCRIPTION	FOR CONSTRUCTION

DESIGNED BY: J.D. LANGFORD, P.E.
DRAWN BY: DOUG REINBRICE
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 5/13/2020

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

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

PLACID LAKES SIDEWALK PROJECT
SIDEWALK IMPROVEMENTS
GENERAL NOTES & QUANTITIES

SCALE: HORIZ. N/A VERT. N/A
PROJECT NO. N/A
REV. 0
SHEET 2 OF 12

LINE LEGEND

OHW	OVERHEAD WIRES
BE	BURIED ELECTRIC
CAS	CONDUIT & CASEMENTS
BFO	BURIED FIBER OPTIC
BT	BURIED TELEPHONE
FM	FORCE MAIN
G	GAS LINE
W	WATER LINE
CTV	CABLE TELEVISION
	WIRE FENCE
	CHAIN LINK FENCE
	WOOD FENCE
	EXISTING TOP OF BANK
	EXISTING TOE OF SLOPE
	EXISTING EDGE OF SHELL ROCK
	EXISTING RIGHT OF WAY LINE
	PROPOSED RIGHT OF WAY LINE
	EXISTING GRADE AT R/W RT (PROFILE VIEW)
	EXISTING GRADE AT R/W LT (PROFILE VIEW)
	EXISTING GRADE AT CONST BL (PROFILE VIEW)
150	EXISTING CONTOURS WITH ELEVATIONS
148	PROPOSED CONTOURS WITH ELEVATIONS
	EXISTING GUARDRAIL
	EXISTING EASEMENT
	GOVERNMENT FRACTIONAL LINES
	LOT LINES
	PROPOSED SOD SHOULDER LINE
	PROPOSED BACK OF DITCH
	PROFILE GRADE LINE (PROFILE VIEW)
	PROPOSED CURVE RETURN
	PROPOSED CENTERLINE OR BASELINE

SYMBOL LEGEND

	BENCHMARK
	CONCRETE MONUMENT
	IRON ROD OR IRON PIPE
	NAIL AND DISK
	CLEANOUT
	ELECTRIC METER
	FLAG ELECTRIC
	FLAG FIBER OPTIC
	FLAG GAS
	FLAG SEWER
	FLAG TELEPHONE
	FLAG WATER
	FIRE HYDRANT
	GAS VALVE
	ELECTRIC BOX
	TELEPHONE BOX
	TELEVISION BOX
	TRAFFIC SIGNAL BOX
	PEDESTRIAN CROSSWALK
	LIGHT POLE
	MANHOLE DRAINAGE
	MANHOLE OTHER
	MANHOLE SEWER
	MANHOLE TELEPHONE
	MONITORING WELL
	UTILITY POLE
	WATER METER
	WATER VALVE
	WELL
+0.0	EXISTING GRADE SHOT
+0.00	PROPOSED ELEVATIONS
	BOLLARD
	MAIL BOX
	SIGN
	MITERED END SECTION
	GUY ANCHOR

ABBREVIATIONS

A.D.	ALGEBRAIC DIFFERENCE
BFS	BEGIN FULL SUPER
BL	BASELINE
BNC	BEGIN NORMAL CROWN
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
CONST.	CONSTRUCTION
EFS	END FULL SUPER
ELEV	ELEVATION
ENC	END NORMAL CROWN
EXIST.	EXISTING
HDPE	HIGH DENSITY POLYETHYLENE PIPE
LC	LONG CHORD
LT	LEFT
MES	MITERED END SECTION
PAVT	PAVEMENT
PC	POINT OF CURVATURE
PGL	PROFILE GRADE LINE
PROP.	PROPOSED
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R/W	RIGHT OF WAY
RC	REVERSE CROWN
RCP	REINFORCED CONCRETE PIPE
RT	RIGHT
STA	STATION
TYP	TYPICAL

HATCH LEGEND

	EXISTING CONCRETE SIDEWALK TO BE REMOVED
	CONSTRUCT ASPHALT DRIVEWAY UP TO R/W LINE
	EXISTING CONCRETE DRIVEWAY
	EXISTING SHELL ROCK
	PROPOSED CONCRETE
	PROPOSED ASPHALT
	PROPOSED SOD

REVISIONS			STATUS
DATE	BY	DESCRIPTION	FOR CONSTRUCTION

DESIGNED BY: J.D. LANGFORD, P.E.
DRAWN BY: DOUG HERBERT
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 5/13/2021

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

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

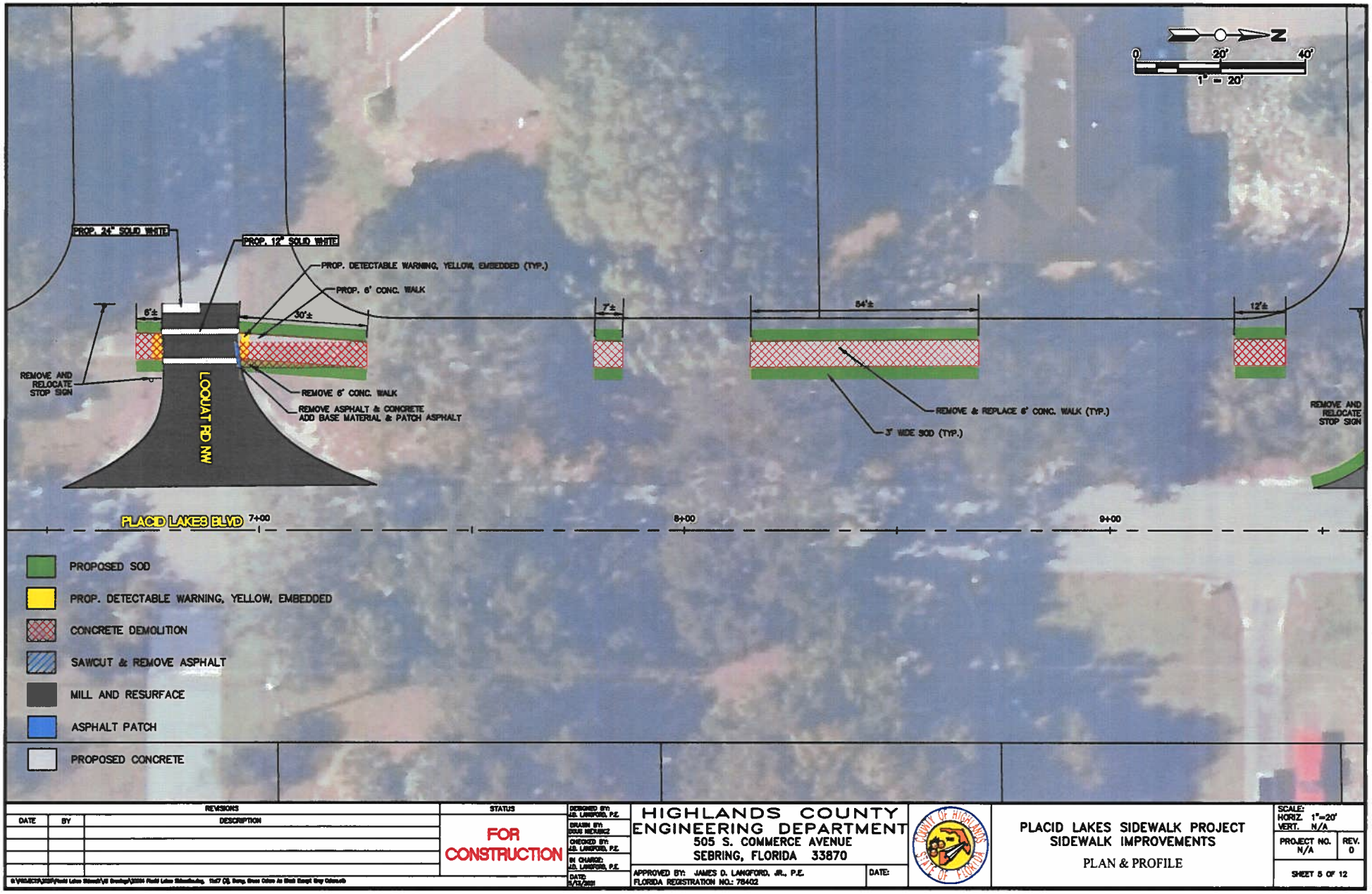
PLACID LAKES SIDEWALK PROJECT
SIDEWALK IMPROVEMENTS
LEGEND

SCALE: HORIZ. N/A VERT. N/A
PROJECT NO. N/A
REV. 0
SHEET 3 OF 12

Exhibit C Plans dtd 05/13/2021



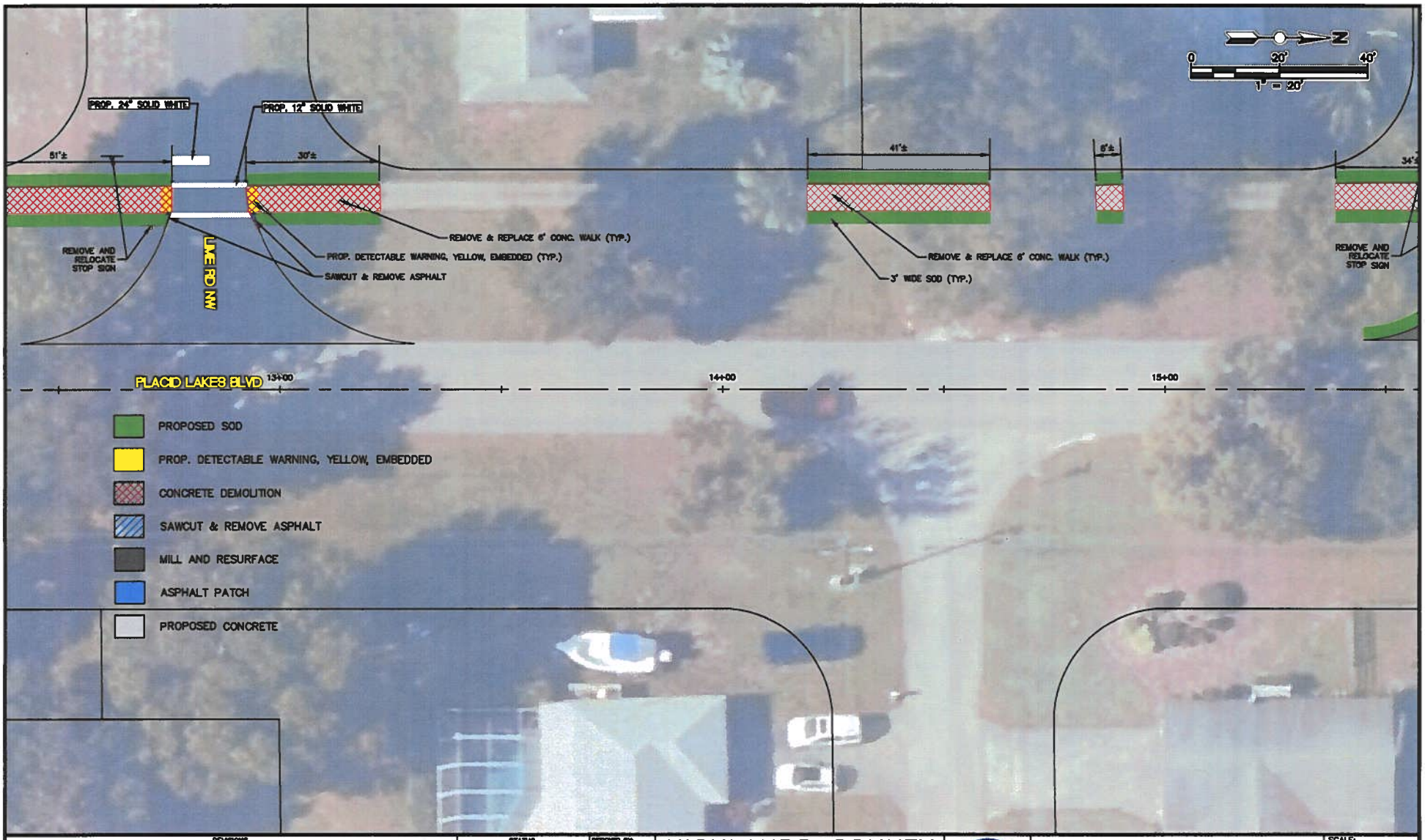
REVISIONS			STATUS	DESIGNED BY: J.D. LANGFORD, P.E.	HIGHLANDS COUNTY ENGINEERING DEPARTMENT		PLACID LAKES SIDEWALK PROJECT SIDEWALK IMPROVEMENTS	SCALE: HORIZ. 1"=20' VERT. N/A
DATE	BY	DESCRIPTION	FOR CONSTRUCTION	DRAWN BY: DOUG MERRIEZ	505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870		PLAN & PROFILE	PROJECT NO. N/A / REV. 0
				CHECKED BY: J.D. LANGFORD, P.E.				SHEET 4 OF 12
				IN CHARGE: J.D. LANGFORD, P.E.	APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402	DATE:		
				DATE: 5/13/2021				


N
0
20'
40'
1" = 20'
PROP. 24" SOLID WHITE
PROP. 12" SOLID WHITE
PROP. DETECTABLE WARNING, YELLOW, EMBEDDED (TYP.)
PROP. 6' CONC. WALK
6'±
30'±
7'±
84'±
12'±
REMOVE AND RELOCATE STOP SIGN
LOQUAT RD NW
REMOVE 6' CONC. WALK
REMOVE ASPHALT & CONCRETE
ADD BASE MATERIAL & PATCH ASPHALT
REMOVE & REPLACE 6' CONC. WALK (TYP.)
3' WIDE SOD (TYP.)
REMOVE AND RELOCATE STOP SIGN
PLACID LAKES BLVD
7+00
8+00
9+00
PROPOSED SOD
PROP. DETECTABLE WARNING, YELLOW, EMBEDDED
CONCRETE DEMOLITION
SAWCUT & REMOVE ASPHALT
MILL AND RESURFACE
ASPHALT PATCH
PROPOSED CONCRETE
REVISIONS
DATE
BY
DESCRIPTION
STATUS
FOR CONSTRUCTION
DESIGNED BY: J.D. LANGFORD, P.E.
DRAWN BY: DOUG NEHRBAS
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 5/13/2021
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
STATE OF FLORIDA
PLACID LAKES SIDEWALK PROJECT
SIDEWALK IMPROVEMENTS
PLAN & PROFILE
SCALE:
HORIZ. 1"=20'
VERT. N/A
PROJECT NO. N/A
REV. 0
SHEET 5 OF 12



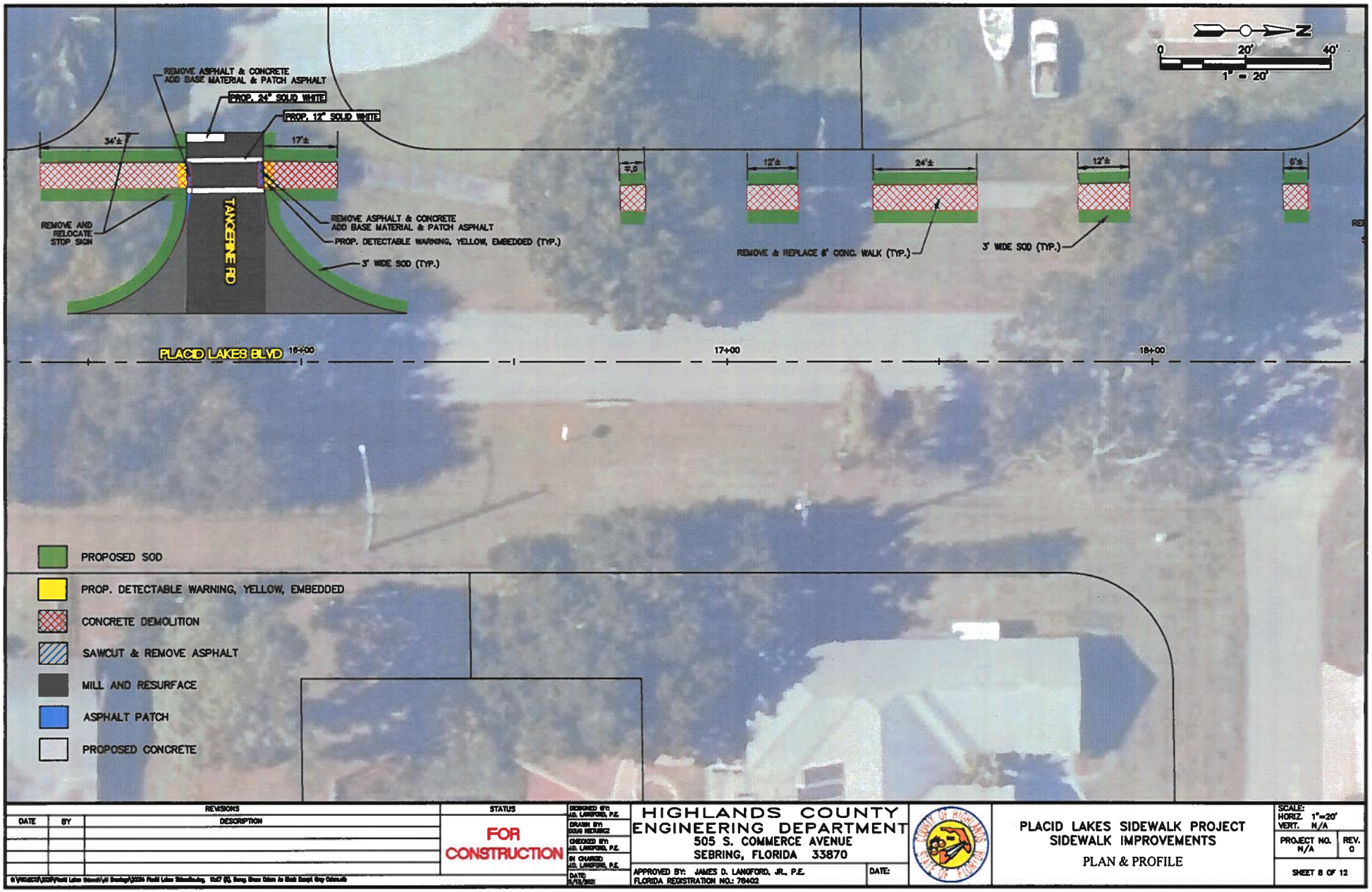
REVISIONS			STATUS				
DATE	BY	DESCRIPTION	FOR CONSTRUCTION	DESIGNED BY: J.D. LANGFORD, P.E.	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870		PLACID LAKES SIDEWALK PROJECT SIDEWALK IMPROVEMENTS PLAN & PROFILE	SCALE: HORIZ. 1"=20' VERT. N/A
				DRAWN BY: DOUG HERBERT				PROJECT NO. N/A / REV. 0
				CHECKED BY: J.D. LANGFORD, P.E.				
				IN CHARGE: J.D. LANGFORD, P.E.	APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402	DATE:		SHEET 6 OF 12
				DATE: 5/13/2021				

Exhibit C Plans dtd 05/13/2021

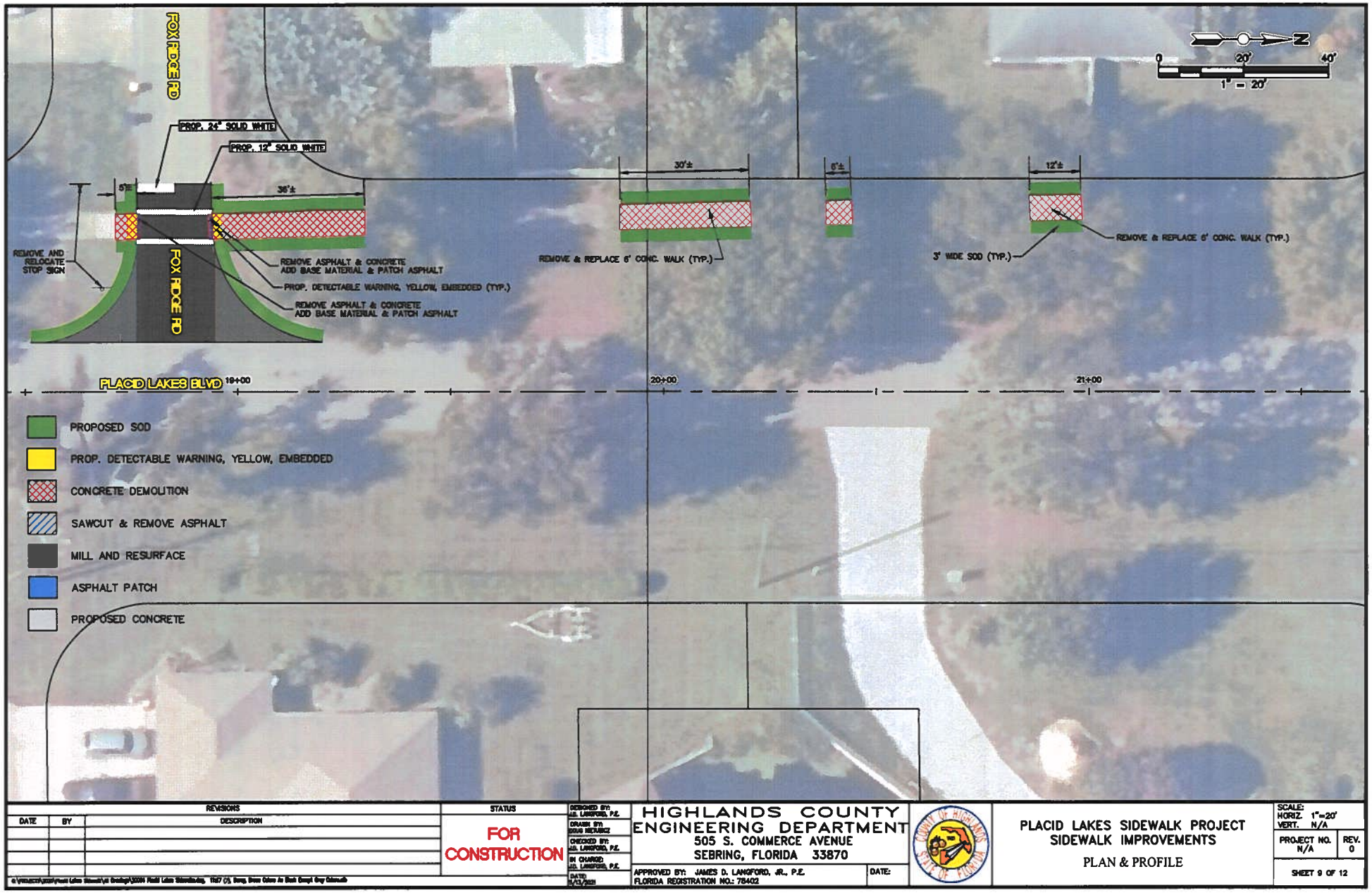


REVISIONS			STATUS				
DATE	BY	DESCRIPTION	FOR CONSTRUCTION	DESIGNED BY: A.D. LANGFORD, P.E.	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870		PLACID LAKES SIDEWALK PROJECT SIDEWALK IMPROVEMENTS PLAN & PROFILE
				DRAWN BY: DOUG RENNEKER			
				CHECKED BY: A.D. LANGFORD, P.E.			
				IN CHARGE: A.D. LANGFORD, P.E.	APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402	DATE:	
				DATE: 5/13/2021			

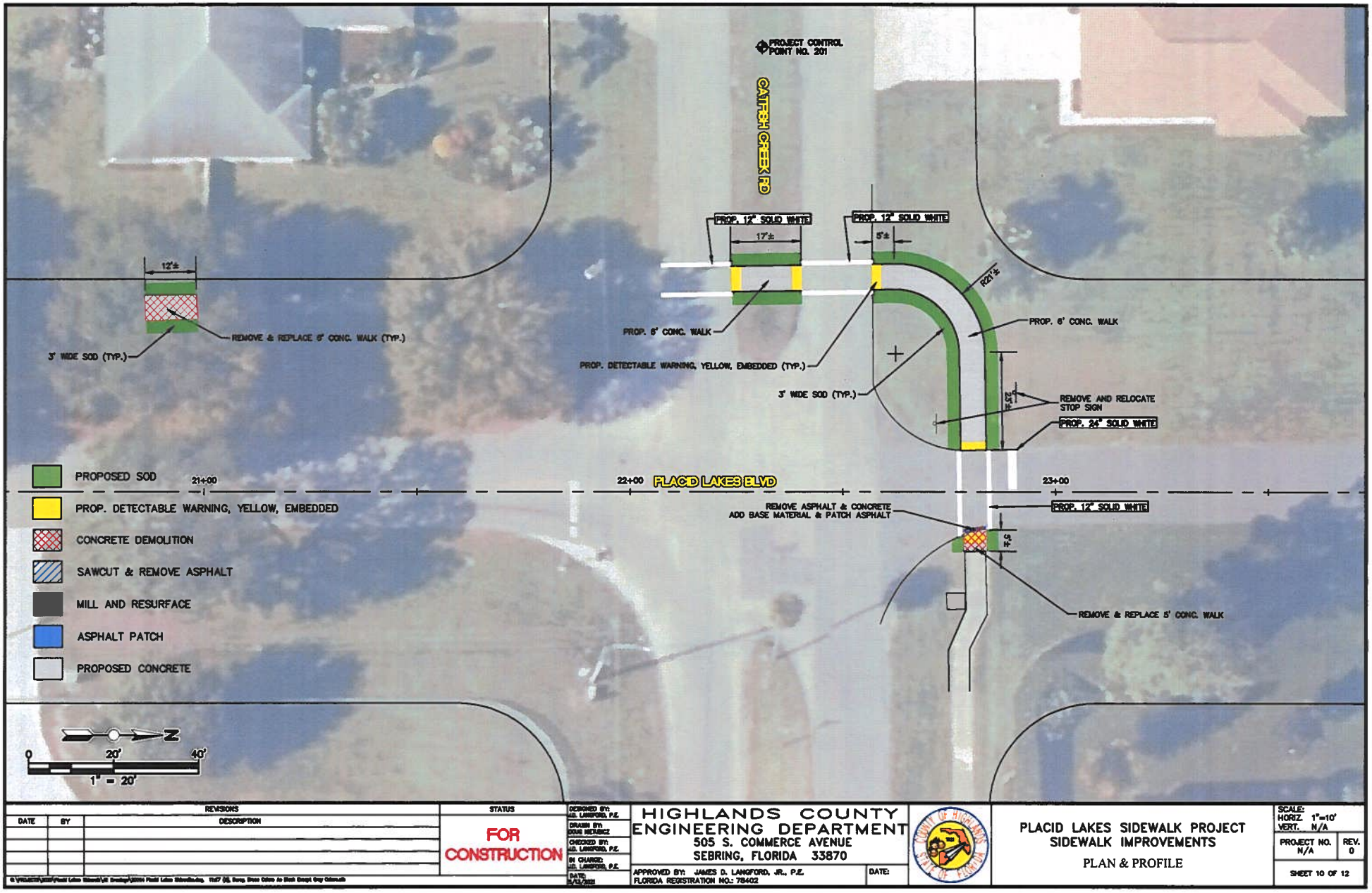
SCALE: HORIZ. 1"=20' VERT. N/A | PROJECT NO. N/A | REV. 0 | SHEET 7 OF 12



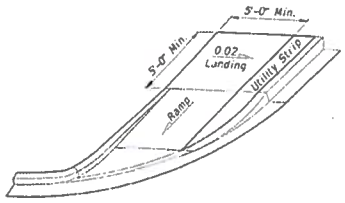
REVISIONS			STATUS				
DATE	BY	DESCRIPTION	FOR CONSTRUCTION	DESIGNED BY: J.D. LANGFORD, P.E.	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870		PLACID LAKES SIDEWALK PROJECT SIDEWALK IMPROVEMENTS PLAN & PROFILE	SCALE: HORIZ. 1"=20' VERT. N/A
				DRAWN BY: DOUG HERBERT				PROJECT NO. N/A / REV. 0
				CHECKED BY: J.D. LANGFORD, P.E.				
				IN CHARGE: J.D. LANGFORD, P.E.	APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 76402	DATE:		SHEET 8 OF 12
				DATE: 5/13/2021				

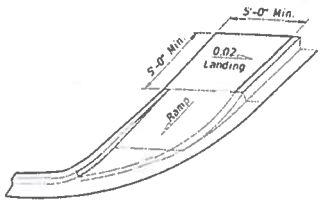


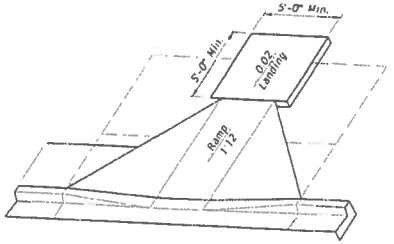
REVISIONS			STATUS	DESIGNED BY: J.D. LANGFORD, P.E.	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870		PLACID LAKES SIDEWALK PROJECT SIDEWALK IMPROVEMENTS PLAN & PROFILE	SCALE: HORIZ. 1"=20' VERT. N/A
DATE	BY	DESCRIPTION	FOR CONSTRUCTION	DRAWN BY: DOUG HERMBEZ				PROJECT NO. N/A / REV. 0
				CHECKED BY: J.D. LANGFORD, P.E.				
				IN CHARGE: J.D. LANGFORD, P.E.	APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402	DATE:		SHEET 9 OF 12
				DATE: 5/13/2021				



REVISIONS			STATUS					
DATE	BY	DESCRIPTION	FOR CONSTRUCTION	DESIGNED BY: J.D. LANGFORD, P.E.	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870		PLACID LAKES SIDEWALK PROJECT SIDEWALK IMPROVEMENTS PLAN & PROFILE	SCALE: HORIZ. 1"=10' VERT. N/A
				DRAWN BY: DOUG HERBERT				PROJECT NO. N/A / REV. 0
				CHECKED BY: J.D. LANGFORD, P.E.				
				IN CHARGE: J.D. LANGFORD, P.E.	APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402	DATE:		SHEET 10 OF 12
				DATE: 5/13/2021				

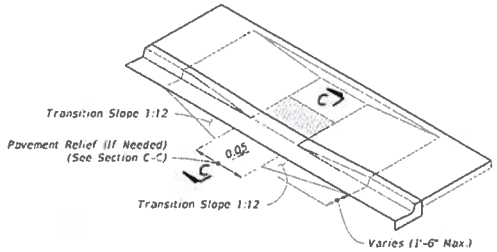






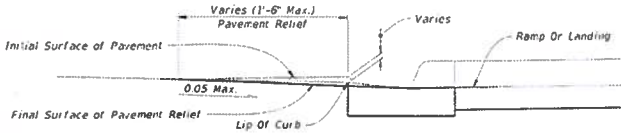
LANDINGS FOR CURB RAMPS WITHOUT SIDEWALKS

(See CR-F, CR-G & CR-K Respectively For Detectable Warning Details/Options)



ISOMETRIC VIEW

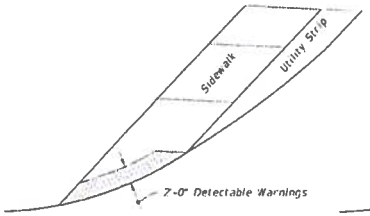
(CR-C Shown, Other Similar)



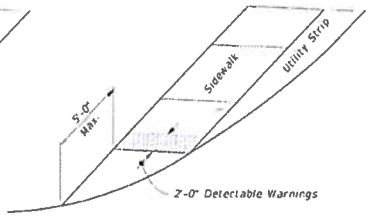
NOTE: Remove Elevated Pavement By Spading And Rolling, Smooth Milling, or Grinding.

SECTION C-C

PAVEMENT RELIEF DETAILS



OPTION A



OPTION B

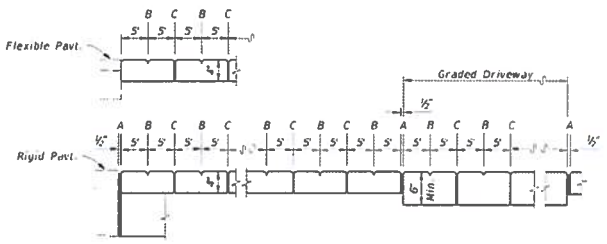
DETECTABLE WARNING ON FLUSH SHOULDER SIDEWALKS

CURB RAMPS WITHOUT SIDEWALKS AND FLUSH SHOULDER SIDEWALKS

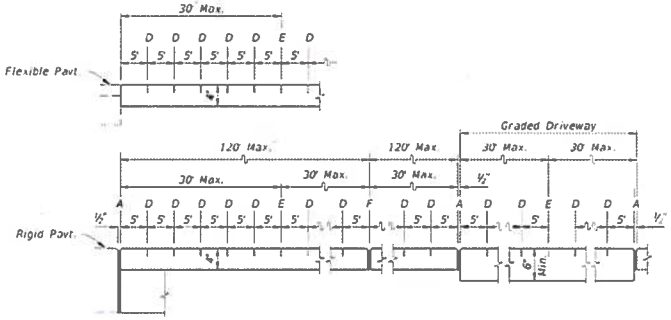
LAST REVISION	REVISION DESCRIPTION			INDEX	SHEET
11/01/18		FDOT FY 2020-21 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	522-002	6 of 8

REVISIONS DATE	BY	DESCRIPTION	STATUS			
			FOR CONSTRUCTION	DESIGNED BY: J.O. LANGFORD, P.E.	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870	PLACID LAKES SIDEWALK PROJECT SIDEWALK IMPROVEMENTS FDOT DETAILS
				DRAWN BY: DANI MENDEZ		
				CHECKED BY: J.O. LANGFORD, P.E.		
				IN CHARGE: J.O. LANGFORD, P.E.		
				DATE: 5/13/2021	APPROVED BY: JAMES O. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402 DATE:	

SCALE: HORIZ. N/A VERT. N/A | PROJECT NO. N/A | REV. 0 | SHEET 11 OF 12



OPEN JOINTS



SAWED JOINTS

LONGITUDINAL SECTION

LEGEND:

A- ½" Expansion Joints (Preformed Joint Filler) between the sidewalk and driveways, sidewalk-intersections, and all other fixed objects (e.g. drainage inlets and utility poles).

B- ½" Dummy Joints, Tooled

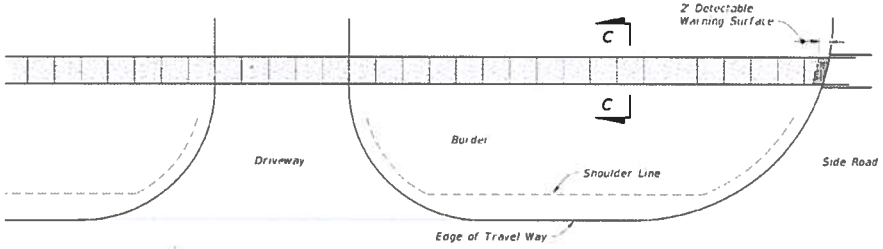
C- ⅛" Formed Open Joints

D- 3/16" Saw Cut Joints, 1½" Deep (within 96 hours) Max. 5' Centers

E- 3/16" Saw Cut Joints, 1½" Deep (within 12 hours) Max. 30' Centers Joint(s) Required When Length Exceeds 30'

F- ½" Expansion Joint When Run Of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or at locations as directed by the Engineer.

SIDEWALK JOINTS

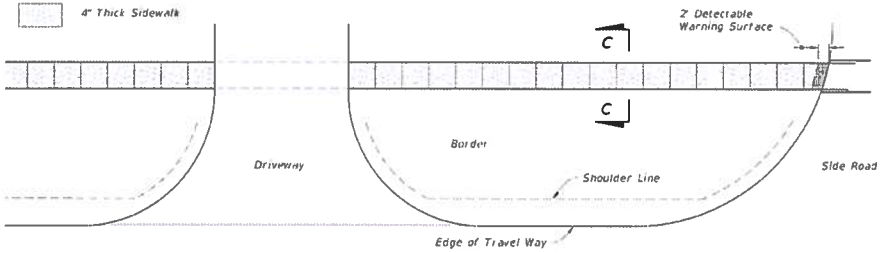


PLAN

CONTINUOUS SIDEWALK

LEGEND:

4" Thick Sidewalk



PLAN

DISCONTINUOUS SIDEWALK



SECTION C-C

CONCRETE SIDEWALK ON FLUSH SHOULDER ROADWAYS

LAST REVISION	REVISION	DESCRIPTION	FDOT	FY 2020-21 STANDARD PLANS	CONCRETE SIDEWALK	INDEX	SHEET
11/01/18						522-001	2 of 2

REVISIONS DATE	BY	DESCRIPTION	STATUS	DESIGNED BY: J.D. LANGFORD, P.E.	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870	PLACID LAKES SIDEWALK PROJECT SIDEWALK IMPROVEMENTS FDOT DETAILS	SCALE: HORIZ. N/A VERT. N/A
			FOR CONSTRUCTION	DRAWN BY: DOUG MERRIMEE			PROJECT NO. N/A / REV. 0
				CHECKED BY: J.D. LANGFORD, P.E.			
				IN CHARGE: J.D. LANGFORD, P.E.	APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402	DATE:	SHEET 12 OF 12

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: JUNE 15, 2021

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

SUBJECT/TITLE: **Approval of John Zink Company, LLC's request for payment of invoice 1399521 without a purchase order**

STATEMENT OF ISSUE

Attached for your review and approval is an invoice from John Zink Company, LLC. This invoice was submitted with a W-9 change. We originally issued a Purchase Order under a former holding company in October of 2020 named KCTG Holdings LP, DBA John Zink Company, LLC. John Zink Company, LLC., has now notified us by way of email in May of 2021 that the name and Tax Identification Number for the new holding company has also changed. The new holding company is KES Domestic Holdings, LLC, DBA John Zink Company, LLC. We ordered parts from them before we were notified of this change due to lightning damage on-site at the Landfill. A new purchase order has been issued for future orders and invoicing, however this invoice cannot be paid out under the former Tax Identification Number and will require a payment without a Purchase Order.

RECOMMENDED ACTION

Motion to approve payment of John Zink Company, LLC's invoice 1399521 as presented.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall budget as the funding for this service in the amount of $8,217.00 was included in the adopted budget , under cost center 4210 (Refuse Disposal), account 54608 (Repairs Leachate Gas System).

Attachments: Email from John Zink Dated 05-18-2021.pdf
JZ W-9 Explanation Letter.pdf
PM TAA Evergreen 2009 Highlands Cty - Sebring FL.pdf
1399521.pdf
Pay wo PO Form KES Dom dba John Zink.pdf

From: Shoemaker, Denise J
To: Landers, Alisha M.; Markham, William P.
Cc: *MISC JZ Invoice; Sewell, Pam J; Gansauer, Ryan
Subject: Resend Invoice number 1399521
Date: Tuesday, May 18, 2021 5:11:26 PM
Attachments: image001.png
image002.png
1399521.pdf
ContactInformation.pdf
JOHN ZINK W9_SIGNED.pdf
JZ W-9 Explanation Letter.pdf

[**CAUTION:** External Message*]

AP Team,

Please process the attached invoice for payment.

The invoice was rejected due to our banking information on the invoice.

Thank you so much,

Denise Shoemaker
Sr. Accounting Assistant
KOCH ENGINEERED SOLUTIONS
John Zink Company, LLC
Denise.Shoemaker@kes.global
Phone: (918) 439-5910

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

JOHN ZINK HAMWORTHY COMBUSTION

John Zink Company LLC
11920 East Apache Street
Tulsa, Oklahoma 74116
United States

T : +1.918.234.1800
F : +1.918.234.2700

Dear Customer,

Effective January 1, 2015 John Zink Company, LLC is considered a ‘disregarded entity’ for U.S. income tax purposes. Due to a restructure on January 1, 2020, the W-9 for this company has been updated to reflect the correct reporting owner’s name of KES Domestic Holdings, LLC.

Please note the change to John Zink’s W-9 is for federal income tax and 1099 reporting purposes only and will not impact any other aspects of doing business with John Zink; including but not limited to: other types of tax reporting, invoices, payments, bank account information or sales tax exemption certificates.

If you have any questions or require additional information, please feel free to contact our tax group directly at 404-652-8955.

Thank you.

PREVENTATIVE MAINTENANCE (PM) AGREEMENT (VCU/VRU/BIO-GAS DOMESTIC)

Scheduled Starting Date of Services: 6/1/09

Scheduled Completion Date of Services: Evergreen

"COMPANY": Highlands County Solid Waste Management Center
Address: 12700 Arbuckle Creek Rd.
Sebring, FL 33870
Billing Address: 12700 Arbuckle Creek Rd., Sebring, Fl. 33870

Work Site Address: 12700 Arbuckle Creek Rd.
Sebring, FL 33870
Point of Contact: Dick Gorman
Phone: 863-655-6483 - or - 863-381-7071
Fax: 863-655-6485
eMail: dgorman@hcbcc.org - jwillis@hcbcc.org (billing)

"CONTRACTOR": *(JZ S.O.#: 942807)*
John Zink Company, LLC
11920 East Apache, Tulsa, Oklahoma 74116
Point of Contact: Troy Levee or Michelle Witcher
Phone: 407-973-7645 or 918-234-5718
Fax: 918-234-1968
eMail: michelle.witcher@johnzink.com
Equipment:
S.O. #: 937430 (9001793)
Model #: ZTOF FLARE SYSTEM
Manufacture: John Zink

CALCULATION AND PAYMENT OF CHARGES

Price for Scheduled Preventative Maintenance (PM) Services: The rate, inclusive of travel expenses, shall be $3,600.00 annually or $900.00 per day, per unit. The price for the PM is fixed for one year from the date this agreement is signed and then may be adjusted a maximum of 10% per year with a 30 day written notice. **Training:** Annual training required to enter the facility will be billed at cost for the training, plus the man hours required for the training. **Rates for Call-Out Services:** With this PM contract the standard rates in (a) and (b) of this paragraph will be discounted 25%. (a) Standard rate: $1,016.00 per person per full normal workday or fraction thereof. Overtime rates on normal workday: $191.00 per person per hour. (b) Weekend or holiday rate: $1,528.00 per person per full workday or fraction thereof. Overtime rates for weekend or holidays: $287.00 per person per hour. With regard to Call-Out Services, travel and per-diem expenses shall be paid at cost in addition to the above rates and payment shall be made on a portal to portal basis. Documents supporting the invoices shall only be furnished upon request. Payments due hereunder are not subject to any offsets with any other agreement, order, contract or business arrangement. Invoices shall be submitted upon completion of each service call. Payment of invoices shall be net 30 days. The price and rates do not include any taxes or government charges, other than those taxes paid by Contractor which are imposed on the Contractor's income or gross receipts and contributions or taxes for unemployment insurance, old age retirement benefits, pensions, annuities now or hereafter imposed by any country, state or political sub-division thereof, however measured.

WORKING HOURS

The normal working hours, consisting of work and travel time, shall be from 8:00 A.M. to 5:00 P.M. with one hour for lunch and such additional work breaks as may be required by applicable law. Normal workdays shall be Monday through Friday, except holidays recognized by Contractor. Overtime shall consist of work and travel time in excess of normal working hours. Travel time shall include both assignment travel and commuting travel. For the purposes of calculating travel charges, all equipment shall be assumed to be physically located at the Equipment Address specified or adjoining facilities.

SERVICES PROVIDED

Under the terms of this Agreement, the Contractor shall furnish: (a) Preventative Maintenance (PM) Services for a Biogas on a Quarterly basis. (b) Call-Out Services requested by an authorized representative of the Company on an as-needed basis.

SERVICES PROVIDED BY CONTRACTOR HEREUNDER DO NOT SERVE TO MODIFY, WAIVE OR OTHERWISE LIMIT OR EXPAND TERMS OF CONTRACT WHICH APPLY TO THE SALE OF EQUIPMENT UPON WHICH SERVICES ARE TO BE PERFORMED BY CONTRACTOR. THE CONTRACTOR SHALL PROVIDE THE SERVICES DESCRIBED ABOVE SUBJECT TO THE TERMS STATED ABOVE AND ON THE REVERSE SIDE HEREOF.

In witness whereof, the parties to this Agreement have executed this Agreement effective as of the latest date stated below.

(Signature) Richard P. Gorman
Company (print): Highlands County Solid Waste Management Center
Name (print): Richard P. Gorman
Title (print): Landfill Operations Manager
Date: June 1, 2009

(Signature)
John Zink Company, LLC
Name (print): Mr. Greg Babcock
Title (print): Field Service Manager – Vapor Control Parts & Service Dept.
Date: 6-2-09

JOHN ZINK COMPANY, LLC
VAPOR CONTROL MAINTENANCE AGREEMENT - TERMS & CONDITIONS

1. RELATIONSHIP OF THE PARTIES. The parties hereto are independent contractors and neither the Contractor nor the Contractor's personnel are agents, servants or employees of the Company or its contractors or subcontractors. The Contractor shall notify the Company before proceeding with and upon completion of the services. At all times when Contractor's service personnel are present or performing services at the Company's work site, the Company shall provide an authorized representative to whom the Contractor's service personnel shall report and who shall be responsible for the safety of all persons and protection of all property in and adjacent to the work site. In providing the services hereunder, the Contractor assumes no right or duty to control or shut down the project or equipment or to control or direct the safety, operational, or maintenance procedures or methods utilized at the work site. Contractor assumes no responsibility for workmanship, productivity, technical qualification or training and qualification requirements of the personnel of the Company or others. Company shall provide emergency medical aid to Contractor's service personnel. Contractor shall reimburse Company for the cost of such aid.

2. ACCESS TO EQUIPMENT. Contractor shall have free access to the work site and the equipment.

3. EXCLUSIONS. Parts used shall be to the Company's account and shall be approved by the Company. Removed components shall be disposed of by, and decontamination shall be the responsibility of, the Company.

4. WARRANTY. All services shall be performed by Contractor in a workmanlike manner, consistent with U.S. industry practices. If, within three months of performance of the services, any services prove deficient, Contractor will correct the deficiency. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY STATED HEREIN. CONTRACTOR EXTENDS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. The Contractor shall not be responsible for goods and services furnished by the Company or others, or the costs thereof, without the Contractor's prior written agreement. Company's remedies under warranty are specifically limited to the correction of any deficient services performed by Contractor and are exclusive of all other remedies.

5. INSURANCE. Contractor shall maintain, and at Company's request shall provide Company with certificates evidencing, the following insurance coverage: (a) Statutory Workers' Compensation and Employer's Liability Insurance, with limits of $500,000.00 per occurrence; (b) Commercial General Liability Insurance, with a combined single limit for bodily injury and property damage of $1,000,000.00 per occurrence and in the aggregate; and (c) Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of $1,000,000.00 per accident. Contractor's certificate of insurance shall include insurers' statement that it shall endeavor to provide Company with 30 days prior written notice of reduction or cancellation of the policy. Contractor shall not be required to provide endorsements of additional insured or waiver or subrogation. Company shall maintain the risk of physical loss or damage to its property and the work site, including, but not limited to, materials, equipment and supplies being shipped to, entering into, forming part of, or intended to be incorporated into the property at or near the work site.

6. INDEMNITY. CONTRACTOR SHALL, AT ITS OWN COST AND EXPENSE AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS, SUBJECT TO THE LIMIT ON CONTRACTOR'S LIABILITY, DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY, ITS PARENT, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THEIR SUCCESSORS AND ASSIGNS AGAINST ALL DAMAGES, LOSSES, COSTS, CLAIMS, STRICT LIABILITY CLAIMS, LIENS, ENCUMBRANCES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES), AS AND TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR. COMPANY SHALL, AT ITS OWN COST AND EXPENSE AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS, SUBJECT TO THE LIMITS ON COMPANY'S LIABILITY, DEFEND, INDEMNIFY AND HOLD HARMLESS CONTRACTOR, ITS PARENT, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THEIR SUCCESSORS AND ASSIGNS, AGAINST ALL DAMAGES, LOSSES, COSTS, CLAIMS, STRICT LIABILITY CLAIMS, LIENS, ENCUMBRANCES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES), AS AND TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF COMPANY. ALL LIABILITY, LOSSES, DAMAGES, COSTS OR EXPENSES RESULTING FROM PERSONAL INJURY, INCLUDING DEATH, LOSS OF OR PHYSICAL DAMAGE TO PROPERTY, CAUSED BY THE JOINT OR CONCURRING ACTS OF COMPANY AND CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, SHALL BE BORNE BY COMPANY AND CONTRACTOR TO THE EXTENT EACH IS DETERMINED NEGLIGENT EITHER BY AGREEMENT OF THE PARTIES OR BY A COURT OF COMPETENT JURISDICTION. THE OBLIGATIONS OF THE PARTIES UNDER THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR OTHER TERMINATION OF THIS AGREEMENT.

7. LIMITATIONS OF LIABILITY. In no event, whether based on contract, indemnification, warranty, tort, or any other cause or combination of causes whatsoever, shall either party be liable to the other party or the other party's parent, affiliates, officers, directors, employees or agents, for loss of profit or special, incidental, indirect, or consequential damages. This limitation shall apply notwithstanding any failure of essential purpose of any limited remedy. Contractor's cumulative liability on all claims of any kind, whether based on contract, indemnification, warranty, tort, or any other cause or combination of causes whatsoever, shall in no event exceed the order price.

8. NON-SOLICITATION: During the term of this Agreement and for a further period of one year from the date this Agreement is cancelled, Company agrees that it shall not directly or indirectly recruit, solicit or induce any employee of the Contractor to terminate his or her employment with the Contractor or in any way interfere with the relationship between the Contractor and any employee thereof. Company also agrees it will not hire a Contractor's employee for period of one year from the date the employee was last employed by the Contractor.

9. MISCELLANEOUS: (a) The Company's audit rights shall consist of Contractor making available for Company's examination, at Contractor's home offices, the directly relevant and pertinent time sheets. (b) This Agreement supersedes all previous agreements and understandings of the parties on this subject matter and constitutes the entire Agreement between the parties. (c) If any provision of this Agreement is held to be illegal or invalid for any reason by a court of competent jurisdiction, the remaining provisions hereof shall be unimpaired and the illegal or invalid provision shall be construed and applied so as to most closely effectuate its intent.

10. APPLICABLE LAW. These terms and conditions, this order and the legal relations of the parties shall be determined in accordance with the laws of the State of Texas, irrespective of Texas choice of law provisions. The parties disclaim any applicability of the U.N. Convention of the International Sale of Goods to the order. The parties hereby consent to the exclusive jurisdiction of either the District Court of Harris County, Texas, or the United States District Court for the Southern District of Texas, Houston Division (whichever is applicable), with respect to disputes relating to the order. *[Jun08 (06/24/08) - MJA]*

JOHN ZINK
JOHN ZINK COMPANY LLC

2009 *(Rev 0)*
VAPOR CONTROL PARTS & SERVICE GROUP
REIMBURSABLE RATE SCHEDULE

For Work on Time & Material Contracts and Change Orders to Fixed Price Contracts

*Rates for Locations **without a Preventative Maintenance (PM) Contract in place** with JZ*
(These rates are our standard rates)

	Week Days		Weekends & Holidays	
Craft Description	**Straight Time**	**Overtime**	**Straight Time**	**Overtime**
Drafting	$105.00	$158.00	$158.00	$237.00
Service Technicians	$127.00	$191.00	$191.00	$287.00
Engineers	$154.00	$230.00	$230.00	$345.00
Senior Engineers / Project Manager	$190.00	$285.00	$285.00	$428.00
Executive Staff	$242.00	$363.00	$363.00	$545.00

*Rates for Locations **with a Preventative Maintenance (PM) Contract in place** with JZ*
(These rates are discounted 25% from our standard rates)

	Week Days		Weekends & Holidays	
Craft Description	**Straight Time**	**Overtime**	**Straight Time**	**Overtime**
Drafting	$79.00	$119.00	$119.00	$179.00
Service Technicians	$95.00	$143.00	$143.00	$215.00
Engineers	$115.00	$173.00	$173.00	$260.00
Senior Engineers / Project Manager	$143.00	$215.00	$215.00	$323.00
Executive Staff	$182.00	$273.00	$273.00	$410.00

Notes: •The above rates include those taxes imposed on income, gross receipts and contributions and taxes for unemployment insurance, old age retirement benefits, pensions, annuities imposed by the United States or any state or political sub-division thereof, however measured. •The above rates do not include VAT, sales taxes, use taxes, and/or excise taxes. •The above rates do not include travel and living expenses. •Straight Time equals first eight (8) hours per shift, Monday through Friday. •Over Time equals all hours in excess of eight (8) hours per weekday, and all hours worked on Saturday, Sunday and JZ holidays. All rates are in US dollars.

OTHER FIELD CHARGES

A. **Subcontracted Work:** will be billed at vendor's invoice plus 15%.
B. **Rental Equipment:** including, but not limited to cranes, forklifts, trailers, scaffold, welding machines, power tools, hand tools, breathing air, etc. will be billed at invoice plus 15%.
C. **Materials:** Field materials such as, pipe, fittings, flanges, gaskets, pipe supports, etc. will be billed at cost plus 15%. John Zink OEM and replacement equipment parts will be invoiced at normal pricing.
D. **Freight shipments:** F.O.B. Tulsa, OK, or corresponding fabrication facility.
E. **Stand-by Time:** Service Technicians put on stand-by will be paid 8 hours/day. The minimum 8-hour shift can be combined with time worked during the shift. Overtime is paid when the work extends past the 8-hour minimum.
F. **Travel Expenses:** Man-hours for travel are calculated on a portal to portal basis. JZ truck(s) will be billed at $0.65 per mile. Airline tickets, rental cars, parking fees, toll roads, etc. will be invoiced at cost plus 15%.
G. **Living Expenses:** Meals and hotels will be invoiced at a cost plus 15%.
H. **Special Training:** Special training required to enter the facility will be billed at cost plus 15% for the training. The man hours required for the training will be billed at the appropriate labor rate listed above.
I. **Miscellaneous Field Expenses:** Such as reproduction, postage, etc. will be invoiced at cost plus 15%.
J. **JZ Owned Equipment:** (i.e.; trucks, trailers, tools, etc.) shall be billed at $100.00 per day, for Extra Days.

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JOHN ZINK COMPANY LLC

P: 918.234.1800
F: 918.234.1969

11920 East Apache Street | PO Box 21220
Tulsa, OK 74121-1220

INVOICE

Invoice Number: 1399521
Payment Terms: 0.00%-0,Net30
Invoice Date: 05/18/2021
Due Date: 06/17/2021
Currency: 01-US US $
Sales Order No: 9320938

Customer Number: 005404
Customer Contact:
Name: ACCT PAYABLE
Phone: 863-402-7786
End User: HIGHLANDS COUNTY
Customer PO No: 210133
Prod: VP
Contact: PAM SEWELL

HIGHLANDS COUNTY
alanders@highlandsfl.gov
wmarkham@highlandsfl.gov
12700 ARBUCKE CREEK RD
SEBRING FL 33870-9318
UNITED STATES

Ship To Address:
HIGHLANDS COUNTY
SOLID WASTE MANAGEMENT CENTER
12700 ARBUCKLE CREEK RD
ARBUCKLE CREEK SITE
SEBRING FL 33870-9319
UNITED STATES

Delivery Terms: FCA ORIGIN
Ship VIA: FEDEX GROUND
Bill Of Lading: 787296550160
Ship Zone: FL

ITEM NO	QTY	UOM	PART NUMBER	DESCRIPTION	UNIT	UNIT EXTEND	TAX RATE	TAX CODE	TAX EXTEND	LINE EXTEND
				**** FINAL BILLING ****						
				ALISHA LANDERS 863-991-0515 ALANDERS@HIGHLANDSFL.GOV						
001.001	2.000	EA	0001625	MTR,MODUTROL HNYWL M7284Q1009B	1,160.0000	2,320.00				2,320.00
002.001	2.000	EA	1343071	PLC,AB MICROLOGIX 1762-L40AWAR PROGRAM TO 937430/9001793	1,506.0000	3,012.00				3,012.00
003.001	2.000	EA	1437768	TOUCHSCREEN, AUTOMATION DIRECT PROGRAM TO 937430/9001793	975.0000	1,950.00				1,950.00
004.001	1.000	EA	1325832	PROGRAMMING FEE	595.0000	595.00				595.00
006.001	2.000	EA	9019000445	KIT,SEAL MOD MTR N4 HONEYWELL	0.0000	0.00				0.00
007.001	1.000	EA	1374487	OIP,SCREEN COVER 9" X 7" 0907	155.0000	155.00				155.00
008.001	1.000	EA	1189081	SHIPPING & HANDLING CHARGE	185.0000	185.00				185.00

Tax Exempt #:
FL:85-8013878621C-1

FREIGHT PAYMENT TERMS:
PPD & ALLOWED

LINE SUBTOTAL	8,217.00	0.00	8,217.00
FREIGHT & HANDLING	0.00		0.00
SUBTOTAL	8,217.00	0.00	8,217.00

Balance Due: 8,217.00

John Zink Co., LLC GST 84194 5116 RT0001	John Zink Co., LLC QST 1221754502 TQ 0001	John Zink Co., LLC HST 84194 5116 RT0001	John Zink Co LLC FEIN 84-4227940 New # effective 1/1/2020

Check Remit To:
John Zink Company LLC
PO Box 915001
Dallas, TX 75391-5001

JZRemittance@kochind.com

Remit To:
John Zink Company LLC
c/o JPMorgan Chase Bank
Account: 323-334229
ABA# 021000021
Swift Code: CHASUS33XXX

Euro Remit To:
John Zink Company LLC
c/o JPMorgan Chase Bank
Account: 50000865
Swift Code: CHASGB2L
IBAN: GB20CHAS60924250000865

Subject to 1.5% per month late payment charges.

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

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

To: Purchasing Manager

From: Solid Waste (Department / Division Name) Alisha Landers (Requesting Employee's)

Date: 06/02/2021

Purchase order to KES Domestic Holdings, LLC DBA John Zink Company, LLC [Vendor's Name] was not created for the purchase billed on the attached invoice, for the following reason(s):

Vendor submitted new Tax ID and name change with invoice, stating Tax ID changed prior to invoice

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

06/02/2021
Employee's Signature & Date

6-3-21
Manager / Director's Signature & Date

Fund/Cost Ctr	Account	Project	Amount
4210	54608		$8,217.00

Approval:

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

Christine Davis
Purchasing Division - Signature

6-3-21
Date

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

David M. Hutto
OMB Division - Signature

6-3-21
Date

Approved for payment based on the above information.

Randy Vosburg
Digitally signed by Randy Vosburg
Date: 2021.06.03 13:39:13 -04'00'
County Administrator - Signature

Date

Date of Board approval

Requesting Employee's Initials

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

PRESENTER: **Cynthia Acevedo, Healthy Families Program Manger**

SUBJECT/TITLE: **Request approval of the amendment to the Subcontract Agreement 20-21-42 between the Board and the Ounce of Prevention Fund of Florida, Inc., to continue Healthy Families Highlands services through June 30, 2022.**

STATEMENT OF ISSUE

An amendment to the Subcontract Agreement 20-21-42 between the Ounce of Prevention Fund of Florida and Highlands County Board of County Commissioners is needed to renew the contract to continue Healthy Families Highlands services through June 30, 2022.

RECOMMENDED ACTION

Move to approve the amendment to the Subcontract Agreement 20-21-42 between the Board and the Ounce of Prevention Fund of Florida, Inc., to continue Healthy Families Highlands services through June 30, 2022.

FISCAL IMPACT

The fiscal impact is a grant award amount of $322,000 from the Ounce of Prevention Fund of Florida. The HCBCC's cash match contribution is $89,751 with remaining operating expenses of $72,835 met through in-kind contributions.

Attachments: Amendment #2 for FY 21-22 - Highlands 6-1 UPDATED.pdf

THE OUNCE OF PREVENTION FUND OF FLORIDA

SUBCONTRACT AMENDMENT

AMENDMENT #2 FY2021-2022

_____ PROGRAM _____ BUDGET __X___ BOTH

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

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

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

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

Subcontract Section **1. ENGAGEMENT, TERM AND SUBCONTRACT DOCUMENT**, is hereby deleted and the following is inserted in lieu thereof:

1. ENGAGEMENT, TERM AND SUBCONTRACT DOCUMENT

1.1 Purpose and Subcontract Amount

The OPFF is engaging the Provider for the purpose of providing HFF services in accordance with the terms and conditions specified in this Subcontract including all attachments and exhibits, which constitute the Subcontract document as further described in Section 2. Payable as provided in Section 3 hereof, with an annual amount not to exceed **$322,000,** subject to the availability of funds. This grant amount will cover will 2021-2022 Fiscal Year as further described in Section 3 hereof, payable as provided in Section 3.1. Fiscal Year grant amount will be contingent upon the Florida Legislature approved budgets. Any costs or services paid for under any other Subcontract or from any other source are not eligible for payment under this Subcontract.

1.1.1 Cash and In-Kind Contributions

1.1.1.1. The Provider shall provide and maintain a minimum of **$80,500,** which represents a twenty-five percent (25%) contribution towards the OPFF/ HFF grant funds for the HFF program. The 25% required contribution will apply to Fiscal Year 2021-2022. The Provider's cash and in-kind contribution for the Fiscal Year 2021-2022 subcontract period is **$162,586** which represents **50.4%** percent (%) of the OPFF/HFF grant funds.

1.1.1.2. If the Provider is unable to meet the minimum requirement of the cash and/or in-kind contribution, the Provider must submit a letter with this Subcontract justifying why the site is unable to meet the minimum requirement. Organizations providing cash or in-kind contributions must submit a letter on their organization's letterhead signed by an authorized official of the organization with the contract or amendment.

Subcontract Section **1.2** – **Official Representatives and Payee**, is hereby deleted and the following is inserted in lieu thereof:

a. Lead Agency Organization Name	Highlands County Board of County Commissioners
b. The lead agency representative name, organization name, mailing address and contact information of the official representative (the lead agency person who is to be contacted regarding the contract and also has signature authorization):	Lead Agency Representative's Name: Ingrasherese Gardner
	Address: 600 S Commerce Avenue
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500 x 6510
	Cell Number: 708-369-2981
	Fax Number: 863-402-6835
	E-mail: igardner@highlandsfl.gov
c. The lead agency representative (and secondary signee) name, organization name, mailing address and contact information of the official representative (the representatives approved to sign Subcontracts and amendments):	Lead Agency Signee Name: Randal E. Vosburg, County Administrator
	Address: P.O. Box 1926
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500 x 6834
	Cell Number:
	Fax Number: 863-402-6835
	E-mail: rvosburg@highlandsfl.gov
	Lead Agency Secondary Signee Name: Scott A. Kirouac, BOCC Chair
	Address: 600 S Commerce Avenue
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500 x 6840
	Cell Number:
	Fax Number: 863-402-6835
	E-mail: skirouac@highlandsfl.gov
d. The name of contact person, address, telephone, and email address where the Provider's financial and administrative records are maintained:	Lead Agency Representative's Name: Ingrasherese Gardner
	Address: 600 S Commerce Avenue
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500 x 6510
	Cell Number: 708-369-2981
	Fax Number: 863-402-6835
	E-mail: igardner@highlandsfl.gov
e. The name of the Payee Organization (who we write the check to):	Payee Organization Name: Healthy Families Highlands
	Address: 7205 S George Blvd.
	City/State/Zip Code: Sebring, FL 33875
	Phone Number & Ext: 863-402-6628
	Fax Number: 863-402-6625
	E-mail: rvosburg@highlandsfl.gov
f. The name, address, telephone number, fax number and e-mail of the representative responsible for administration of the HFF program (this should be the Program Manager), under this Subcontract:	Program Manager's Name: Cynthia Acevedo
	Address: 7205 S George Blvd
	City/State/Zip Code: Sebring, FL 33875
	Phone Number & Ext: 863-402-6629
	Cell Number: 863-273-4473
	Fax Number: 863-402-6625
	E-mail: cacevedo@highlandsfl.gov
g. The name, address, telephone	Lead Agency Representative's Name: Ingrasherese Gardner

number, fax number and e-mail of the backup representative (add position title) responsible for administration of the HF program under this Subcontract:	Address: 600 S Commerce Avenue
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500 x 6510
	Cell Number: 708-369-2981
	Fax Number: 863-402-6835
	E-mail: igardner@highlandsfl.gov
h. The contact information of the **Training Contact** is the same as the **Program Manager**	
i. The name, address, telephone number, fax number and e-mail address of the Contract Specialist for this Subcontract are:	Suzie Godfrey, HFF Subcontract Specialist
	Healthy Families Florida
	111 North Gadsden Street, Suite 100
	Tallahassee, Florida 32301-1507
	Phone: 850-488-1752 x 104
	Fax:(850-488-5562
	Deliverables: Hffdeliverables@ounce.org
	E-mail: sgodfrey@ounce.org

Subcontract Section **1.3.1.** – **Effective and Ending Dates**, is hereby deleted and the following is inserted in lieu thereof:

1.3.1. This Subcontract shall be effective on July 1, 2020. The service performance period under this Subcontract shall commence on July 1, 2020 or the effective date of this Subcontract, whichever is later, and shall end at midnight, Eastern Time, on June 30, 2022, subject to the survival of term provisions of Section 7.4.

Subcontract Exhibit A Section **A-4.1** – **Program or Service Specific Terms**, the following definitions are hereby deleted, and revised definitions are inserted in lieu thereof:

A-4.1.16 Family Assessment Worker (FAW): A professional or paraprofessional who is responsible for assessing participants to determine service needs.

A-4.1.24 Healthy Families Florida (HFF): HFF is an affiliate of HFA, a nationally accredited community-based, voluntary home visitation program that is proven to prevent child abuse and neglect and other poor childhood outcomes by promoting positive parent-child relationships and child health and development. Home visiting services begin prenatally or soon after the birth of the baby and can last up to five years depending on the unique needs of the family. Families are also linked to a medical provider and other family support services they need during their participation in HFF. HFF implements the HFA model to fidelity and maintains national accreditation standing through the affiliation process.

A-4.1.**33 Non-Target Child:** Any child living in the home of the HFF participant for whom the participant is the caregiver other than the child whose birth resulted in the family being eligible for HFF services.

A-4.1.35 Prenatal Risk Screen: An instrument developed jointly by HFF and the Florida Department of Health. It is voluntarily offered to all pregnant women seeking prenatal care in Florida and is designed to identify women who present with risk factors indicating a need for home visiting services.

A-4.1.44 Unable to Locate Referral (UTL):A referral from CI&R in which the family was not able to be contacted and an initial intake has not been completed. HFF sites may conduct outreach and attempt to engage the family in home visiting services.

Subcontract Exhibit B Section **B-5.7** – **Client Eligibility**, is hereby deleted and the following is inserted in lieu thereof:

B-5.7 Clients who have an open child protective investigation with pending findings of an allegation of child maltreatment;

Subcontract Exhibit B Section **B-6.3** – **Client Determination**, is hereby deleted and the following is inserted in lieu thereof:

B-6.3 Sites must have established organizational relationships that ensure access to the target population for screening families to determine eligibility for HFF services. Screens may be offered prenatally and postnatally. All families with a positive screen for HFF or a referral from specific partners (Department of Children and Families, Community Based Care agencies, Sheriff Child Protective Investigators, or Department of Juvenile Justice) shall be offered the opportunity to participate in voluntary services.

Subcontract Exhibit C Section **C-1.1.1. - Referrals for HFF Services** is hereby deleted and the following is inserted in lieu thereof:

C-1.1.1 Referrals for HFF Services - Initiate services prenatally and at the birth of the baby (according to HFF policies and procedures). Families living in the targeted areas identified in Exhibit B, Section 3 will be voluntarily screened for potential eligibility. All families with a positive screen for HFF or a referral from specific partners (Department of Children and Families, Community Based Care agencies, Sheriff Child Protective Investigators, or Department of Juvenile Justice) shall be offered the opportunity to participate in voluntary services.

C-1.1.1.1. Referrals from CI&R constitute a positive screen and may be from a Prenatal Risk Screen, Infant Screen or other source.

C-1.1.1.2. Referrals from the Department, CBCs, and Department of Juvenile Justice are considered positive screens and do not require use of the HFF Record Screen/Referral Form.

C-1.1.1.3. In counties where Sheriffs are local law enforcement child protective investigators, referrals from Sheriffs are considered positive screens and do not require use of the HFF Record Screen/Referral Form.

C-1.1.1.4. The HFF Record Screen/Referral Form will be used prenatally or postnatally for referrals from other agencies, self-referrals and in hospitals where an infant risk screen is not used. The Partner Referral Form will be used by specific partnering agencies (Department of Children and Families, Community Based Care agencies, Sheriff Child Protective Investigators, or Department of Juvenile Justice) to refer families to the program and bypass the scoring requirement.

Subcontract Exhibit C Section **C-1.1.2 - Assessments** is hereby deleted and the following is inserted in lieu thereof:

C-1.1.2 Assessments - Sites must have a system for completing assessments for families who enroll, according to the timeline established in HFF Policies and Procedures. Sites must use the HFFAT for assessment purposes and the tool must be administered by a trained and certified HFF staff member.

Subcontract Exhibit C Section **C-2.1.1. - Staff Composition Table**, is hereby deleted and the following is inserted in lieu thereof:

C-2.1.1. Staff Composition Table

The staff composition funded by HFF dollars and contributions is identified in the following table**.**

Non-HFF Core Positions	**Total # of FTEs**	**# of FTEs Funded by HFF Dollars**	**# of FTEs Funded by Cash Contributions**	**# of FTEs Funded by In-Kind Funding**
SUBTOTAL FTE	**0**	**0**	**0**	**0**
HFF Core Positions	**Total # of FTEs**	**# of FTEs Funded by HFF Dollars**	**# of FTEs Funded by Cash Contributions**	**# of FTEs Funded by In-Kind Funding**
Program Manager	**1**	**.9379**	**.0621**	**0**
FSWS/FAWS	**1**	**.9803**	**.0197**	**0**
FAW	**1**	**.9800**	**.0200**	**0**
FSW	**1**	**1**	**0**	**0**

FSW	**1**	**1**	**0**	**0**
FSW	**1**	**1**	**0**	**0**
FSW	**1**	**1**	**0**	**0**
Data Entry Clerk	**1**	**.9523**	**.0477**	**0**
SUBTOTAL FTE	**8**	**7.8505**	**0.1495**	**0**
TOTAL FTE	**8**	**7.8505**	**0.2700**	**0**

Subcontract Exhibit C Section C-**2.2** – **Professional Qualifications**, is hereby deleted and the following is inserted in lieu thereof:

C-2.2.1 Direct Service Staff - Includes the **Family Assessment Worker (FAW)** and **Family Support Worker (FSW)** roles. Must have, at a minimum, a high school diploma or General Education Diploma (GED) and at least one year of experience working with children or families. Must have the following skills, experiences and abilities: experience working with or providing services to children and families, a willingness to work with culturally diverse populations that are among the target population, the ability to establish trusting relationships and accept individual differences, be knowledgeable about infant and child development.

C-2.2.2 Supervision - FSW supervisor/FAW supervisor (FSWS/FAWS) - Must have, at a minimum, a Master's degree or a Bachelor's degree with three (3) years of experience working with diverse families and children (a master's degree is preferred by HFF). FSW supervisors may also provide supervision to the FAW provided they have attended FAW Core training and as long as the supervisor to staff ratio does not exceed a 1:6 ratio. The FSWS/FAWS must have the following skills, experiences and abilities: a solid understanding and experience in supervising and motivating staff as well as providing support in stressful work environments, knowledge of infant and child development and parent-child attachment, experience with family services that embrace the concepts of family-centered and strength-based service provision, knowledge of maternal-infant health and concepts of child abuse and neglect, experience in providing services to culturally diverse communities/families, experience in home visitation with a strong background in prevention services to the 0-3 age population.

C-2.2.3 Program Management - Program Manager (PM) - Will be responsible for the day-to-day operations, establishing collaborative partnerships, coordinating training and providing overall supervision of staff. Additional duties of the program manager include but are not limited to: site compliance with Subcontract, if applicable, developing an internal quality assurance system, tracking program spending, reviewing data for accuracy, assuring timely entry of data into the HFF Tracking System and the HFF Staff Management System, preparing the quarterly and annual reports as required and acts as a liaison to HFF.

The program manager must have, at a minimum, a Master's degree or a bachelor's degree with three (3) years' experience and a solid understanding and experience in managing staff and administrative experience in human service or related program(s), including experience in quality assurance/improvement and program development. If the program manager is supervising an FSW/FAW, then the program manager also must meet the requirements for the FSWS/FAWS.

Subcontract Exhibit C Section C-**2.4.a.** – **Cash** C**ontribution Table**, is hereby deleted and the following is inserted in lieu thereof:

C-2.4.a **<u>Cash Contributors</u>: $89,751**

The name of each contributor	Is the organization considered "Private" or "Public"	The dollar value of the contribution	Detailed description of Service or Contribution	The county served with donation
HF Highlands	Public	$89,751.00	Cash contribution to cover operational expenses including salaries, travel, participant materials and office expenses.	Highlands County

Subcontract Exhibit C Section **C-2.4.b - In-Kind Contribution Table**, is hereby deleted and the following is inserted in lieu thereof:

C-2.4.b In-Kind Contributors: $72,835

The name of each contributor	Is the organization considered "Private" or "Public"	The dollar value of the contribution	Detailed description of Service or Contribution	The county served with donation
HF Highlands	Public	$72,835	In-kind contribution covering office space, utilities, cleaning and building maintenance, use of phone lines, copying machines and administrative oversight.	Highlands County

Subcontract Exhibit C Section **C-2.4.d** – **Memorandum of Agreement (MOA)**, is hereby deleted and the following is inserted in lieu thereof:

C-2.4.d Memorandum of Agreement (MOA) - Provider agrees to develop and maintain a current Memorandum of Agreement with other home visiting programs/services and family support programs/services that are available in the area to ensure an integrated service delivery system for families MOAs may have term lengths between one (1) and five (5) yrs (dependent on partner agency requirements). The MOAs must be reviewed annually between HF and the partners, any revisions must be documented. MOAs are required for, but are not limited to, the following providers (if available in the county(ies) served).

Type of Agency or Program	**MOA Agency Name**	**Detailed Type of Service**	**County Covered by MOA**	**Date MOA Expires**
Early Learning Coalition	Early Learning Coalition of Florida's Heartland, Inc.	Administration of Early Learning Services including Resource & Referral, Pre-K and School Readiness programs.	Highlands County	6/30/25
Healthy Start Coalition	Healthy Start Coalition of Hardee, Highlands and Polk Counties, Inc.	Education, support and care coordination to eligible pregnant women, infants and their children with goal of reducing infant mortality and morbidity.	Highlands County	6/30/25
Nurse Family Partnership (NFP)	Healthy Start Coalition of Hardee, Highlands and Polk Counties, Inc.	Nurse home visitation services for at risk first time mothers.	Highlands County	6/30/25
Local Healthy Start Provider	Healthy Start Coalition of Hardee, Highlands and Polk Counties, Inc.	Education, support and care coordination to eligible pregnant women, infants and their children with goal of reducing infant mortality and morbidity.	Highlands County	6/30/25
County Health Department	Highlands County Department of Health	Dental Health, Family Health, WIC, Water Lab Testing, Vital Statistics, Community Health, Environmental Health & Epidemiology	Highlands County	6/30/25
Community - Based Care Lead Agency (CBC)	Heartland for Children, Inc.	Provision of Services to children that have been abused or neglected. Services include: Foster Care, Case Management, Independent Living and Adoption.	Highlands County	6/30/25
Child Protection (Department or Sheriff's Office)	Department	Child Protection Services/Investigations, Participate in Multi-disciplinary Staffings	Highlands County	6/30/25
Parents as Teachers (PAT)		Not in our service area		
Florida First Start		Not in our service area		
Home Instruction for Parents of Preschool Youngsters (HIPPY)		Not in our service area		
Early Head Start	Redlands Christian Migrant Association, Inc.	Early Head Start, Voluntary VPK, Family Development Training	Highlands County	6/30/25

Early Steps	Health Planning Council of Southwest Florida	Early Intervention Services for infants and children with severe developmental delays	Highlands County	6/30/25
Mental Health Provider	Tri County Human Services, Inc.	Crisis Counseling, Mental Health Assessment, Individual, Group, and Family Therapy, Psycho-educational Groups and Classes, Psychiatric Consultation/Evaluation and Medication Management	Highlands County	6/30/25
Substance Abuse Provider	Tri County Human Services, Inc.	Stabilization Assessment, Outpatient and Inpatient Substance Abuse Treatment, Self-Help Groups, Case Management.	Highlands County	6/30/25
Domestic Violence (DV) Provider	Peace River Center for Personal Development, Inc.	Free assessments, shelter and related services to domestic violence survivors and their dependents including crisis intervention, problem solving skills, self-help groups, safety planning, information, referrals, and outreach services	Highlands County	6/30/25
Teen Parent Program		Not in our service area		

Subcontract Exhibit C Section C-**2.6.2** - **Reports**, is hereby deleted and the following is inserted in lieu thereof:

C-2.6.2 Biennial Service Review - Submit a **Biennial Service Review** on the previous fiscal year to Hffdeliverables@ounce.org by November 15th.

Subcontract Exhibit C Section **C-3.13** - **Participant Satisfaction Survey**, is hereby deleted and the following is inserted in lieu thereof:

C-3.13 Participant Satisfaction Survey - Distribute Participant Satisfaction Survey questionnaires provided by the OPFF/ HFF in printed or digital format during the month of September to all enrolled families. The site must use the Participant Satisfaction Survey questionnaire developed by HFF according to the HFF policy.

Subcontract Exhibit D Section **D-1.** - **Deliverables Table**, is hereby deleted and the following is inserted in lieu thereof:

EXHIBIT D – DELIVERABLES

D-1 Deliverables Table.

Title	Due Date	Send To	Reference
Other Reports and Information	Upon request	Program Specialist	Per request
Attachment 1 - Financial and Compliance Audit	Due 180 days after end of Provider's fiscal year	Hard copy & Hffdeliverables@ounce.org	Attachment 1
Attachment 2 - Health Insurance Portability Accountability Act (HIPAA)	Upon notification from HFF Central Office	Hffdeliverables@ounce.org	Attachment 2
Attachment 5 - Certification Regarding Lobbying	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Per Section 5.1.4 Attachment 5
Attachment 6 - Certification Regarding Debarment Form		Hffdeliverables@ounce.org	Per Section 5.4 Attachment 6
Attachment 7 - Civil Rights Compliance Checklist		Hffdeliverables@ounce.org	Per Section 7.13.3 Attachment 7
Attachment 8 - Single-Point-of-Contact Information Updates	Upon execution of the Subcontract/Amendment and changes since last submission	Hffdeliverables@ounce.org	Per Section 10.3 Attachment 8
Attachment 9 - Organizational Chart	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Per Exhibit C-2.1.2

Attachment 22- Letter of Affidavit for ADA, HIPAA and DCF Security Awareness On-line Training	Upon notification from HFF Central Office	Hffdeliverables@ounce.org	Per Sections 5.4.2, 5.5.4, and 10.8
Attachment 15 - Quarterly Narrative Report	**Due the 15th of** October, January, April and July	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
Auxiliary Aids and Services Plan	July 30th	Hffdeliverables@ounce.org	Per Section 10.10
Attachment 21 - Notarized Affidavit of Level 2 Background Screening	November 30th unless the 30th falls on a holiday or weekend, then it will be due the Friday before the 30th	Hffdeliverables@ounce.org	Per Sections 4.12.2 and C-2.5.6.3
Site Level Policies and Procedures		Hffdeliverables@ounce.org	Per Section D-3
HHS Monthly Summary Report Verification	Verification will be due by 12 noon (Eastern) the 3rd calendar day of the following month, unless the 3rd falls on a holiday or weekend, then it will be due the Friday before the 3rd	Hffdeliverables@ounce.org	Per Exhibit C-2.6.4
Attachment 3b - Monthly Invoice	Within 15 calendar days of the end of each month	cdrier@ounce.org	Per Exhibit A-3.3 and A-3.10.1 Attachment 3b
Proof of Insurance Coverage	September 30th and upon insurance renewal	Hffdeliverables@ounce.org	Per Section 4.5
Biennial Service Review	November 15th	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
Emergency Preparedness Plan	March 31st	Hffdeliverables@ounce.org	Per Exhibit D-2
Attachment 29 - Property Inventory and Disposal Form	**DRAFT** - May 20th **FINAL** - June 21st	Hffdeliverables@ounce.org	Per Exhibit B-7.6, B-7.8 and B-7.9

Subcontract Exhibit **E.** – **Minimum Performance Measures**, is hereby deleted and the following is inserted in lieu thereof:

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 Minimum Performance Measures.

E-1.1 Program Goals, Process Objectives, Participant Outcomes and Indicators/ Measurements
All sites will be responsible for the Program Goals, Process Objectives, Participant Outcomes and Indicators/Measurements that are outlined in the matrix found in this section.

Goal Number #	Goal Statement
#1	Prevent the incidence of child abuse and neglect
#2	Enhance parents' ability to create stable and nurturing home environments
#3	Promote child health and development
#4	Promote self-sufficiency
#5	Increase parents' ability to develop positive parent-child relationships
#6	Ensure that families' social and medical needs are met
#7	Ensure families are satisfied with site services

Goal #	Process Objectives	Participant Outcomes/ Process Measures	Indicators/ Measurements
1	The HFF site will maintain required data on all enrolled participants and children to enable the Department of Children and Families to conduct a data match.	Ninety-five **(95)** percent of all children in families participating in the HFF program for more than six months shall have no findings of "verified" child maltreatment during services.	➢ Findings of "verified" abuse or neglect through match of HFF database to the Department database
		Ninety-five **(95)** percent of all children in families who complete the program will have no findings of "verified" child maltreatment during the 12 months following completion.	➢ Findings of "verified" abuse or neglect through match of HFF database to the Department database
1 & 6	The HFF site will maintain data on disclosures of subsequent pregnancies including the Estimated Due Date.	Eighty **(80)** percent of mothers enrolled in the project will not have a subsequent pregnancy within two years of the target child's birth.	➢ HFF data system ➢ Repeat pregnancy of all participating mothers
1, 3 & 6	All target children will receive their immunizations according to the schedule recommended by the Centers for Disease Control. The HFF site will maintain documentation of immunizations verified through written or documented verbal communication with the medical provider.	Eighty-five **(85)** percent of target children enrolled in the site will be fully immunized by 24 months of age.	➢ HFF data system ➢ Immunizations completed by 24 months and documented in participant's file
1, 3 & 6	All target children served by the HFF site will receive well-child checks according to the intervals prescribed by the American Academy of Pediatrics.	Eighty-five **(85)** percent of target children will be up-to-date with well-child checks at 24 months of age.	➢ HFF data system ➢ Well-child checks up-to-date on tracking form in participant's file
		Eighty-five **(85)** percent of target children over 24 months old will have the most recent well-child checks according to the schedule.	➢ HFF data system ➢ Well-child checks up-to-date on tracking form in participant's file
1, 2 & 6	Participants will be assessed after enrollment to determine if there is a need for linking to employment services or some type of self-sufficiency improvement program. Site will link and/or refer participant to appropriate service based on needs identified.	Eighty **(80)** percent of primary participants that close on level three, level four or complete the program will have improved or maintained self-sufficiency while enrolled in the program.	➢ HFF data system ➢ Participant involvement in self-sufficiency activities during services such as completing high school/GED, a college degree, accomplishing certain training /treatment objectives, or the participant/non-primary participant maintaining employment for at least six consecutive months
1, 3 & 6	All target children served by HFF site will be linked to a medical provider for preventive health care within six months of enrollment.	Ninety **(90)** percent of target children enrolled in the site six months or longer will be linked to a medical provider.	➢ HFF data system ➢ Documentation of medical provider in participant's file

1, 3 & 6	All primary participants served by HFF site will be linked to a medical provider for preventive health care within six months of enrollment. The site will develop and follow guidelines for documenting the medical provider in the participant file.	Ninety **(90)** percent of primary participants enrolled in the site six months or longer will be linked to a medical provider.	➢ HFF data system ➢ Documentation of medical provider in participant's file
7	The HFF site will administer a Participant Satisfaction Survey every September.	Ninety-five **(95)** percent of families receiving home visiting services will report an overall satisfaction with the services they received.	➢ Participant Satisfaction Survey completed at least one time a year
1, 6 & 7	Assessments are completed for all families within 30 days of enrollment in order to inform service planning.	Ninety **(90)** percent of all families are assessed within 30 days of enrollment.	➢ HFF system ➢ Date of entry into program ➢ Date of HFF assessment tool
1, 2, 3, 4, 5 & 6	Family support workers must develop an initial Family Goal Plan with the family within 90 days of enrollment.	Ninety **(90)** percent of families participating in the site will develop a Family Goal Plan with their FSW within the first 90 days of enrollment.	➢ HFF data system ➢ Family Goal Plan maintained in participant's file ➢ Date of initial Family Goal Plan
1, 3 & 6	All target children enrolled in HFF will be screened for appropriate age development using the Ages and Stages Questionnaire (ASQ-3).	Ninety **(90)** percent of target children will receive age appropriate developmental screenings according to the schedule of the Ounce/HFF approved developmental screening instrument.	➢ HFF data system ➢ Developmental screening instrument maintained in participant's file ➢ Screens completed at designated intervals ASQ-3: 6, 12, 18, 24, 30, 36, 48, 60 months.
1, 2, 3, 4, 5 & 6	All families will receive home visits according to their assigned level.	Eighty **(80)** percent of participants will have received at least seventy-five **(75)** percent of home visits according to the participant level.	➢ HFF data system ➢ Number of visits completed
1, 2, 3, 4, 5 & 6	Sites will implement effective engagement and retention strategies respectful of the families' needs in an effort to improve retention of families.	Sixty-five **(65)** percent of families that enrolled 12 to 24 months earlier will be retained for at least 12 months.	➢ HFF data system
1, 2, 3, 4, 5 & 6	Family support workers will administer the Healthy Families Parenting Inventory (HFPI) at baseline (within 45 days of the target child's DOB, or if enrolling postnatally, within 45 days of enrollment in the program).	Eighty-five **(85)** percent of participants will have the baseline HFPI administered to them within the designated time period.	➢ HFF data system ➢ HFPI maintained in participant's file ➢ Tool administered at baseline
1, 2, 3, 4, 5 & 6	Family support workers will administer a subsequent HFPI six months after the baseline, and again at 12 months if an area of concern is identified at six months.	Eighty-five **(85)** percent of participants will have the subsequent interval of the HFPI administered to them according to the designated intervals for the tool.	➢ HFF data system ➢ HFPI maintained in participant's file ➢ Tool administered at designated intervals

1, 2, 3, 4, 5 & 6	Family support workers will work with the family to increase the participant's protective factors and to improve in at least one area on which the participant had a low score.	Eighty-five **(85)** percent of participants who were low on one or more HFPI subscales will improve on at least one of the low subscales from baseline to six months.	➢ HFF data system ➢ HFPI maintained in participant's file ➢ Tool administered at baseline and 6 month intervals ➢ HFPI scores
1, 2, 5 & 6	Family support workers will administer the Edinburgh Postnatal Depression Scale (EPDS) within eight weeks of the target child's DOB, or if enrolling postnatally, within eight weeks of enrollment.	Ninety **(90)** percent of participant will have the EPDS administered to them within the designated time period.	➢ HFF data system ➢ EPDS maintained in participant's file ➢ Tool administration date

Attachment 3c – Request to Revise Budget with Amendment is hereby deleted in its entirety and replaced with **Attachment 3a -** Budget and Revenue Summary to reflect FY 21-22.

Attachment 5 - Certification Regarding Lobbying is hereby deleted in its entirety and replaced with a revised **Attachment 5 - Certification Regarding Lobbying** for FY 21-22.

Attachment 6 - Certification Regarding Debarment is hereby deleted in its entirety and replaced with a revised **Attachment 6 - Certification Regarding Debarment** for FY 21-22.

Attachment 7-Civil Rights Compliance Checklist is hereby deleted in its entirety and replaced with a revised **Attachment 7-Civil Rights Compliance Checklist** for FY 21-22.

Attachment 8 – **Single-Point-of-Contact** is hereby deleted in its entirety and replaced with a revised **Attachment 8** – Single-Point-of-Contact designation SPOC's for FY 21-22.

Attachment 9- Organizational Chart is hereby deleted in its entirety and replaced with a revised **Attachment 9- Organizational Chart** for FY 21-22.

Attachment 13 - Certification Regarding Compensation is hereby deleted in its entirety and replaced with a revised **Attachment 13 - Certification Regarding Compensation** for FY 21-22.

Attachment 15- Quarterly Narrative Report is hereby deleted in its entirety and replaced with a revised **Attachment 15- Quarterly Narrative Report** for FY 21-22.

Attachment 18 - HFF Standards of Confidentiality and Information Sharing Form is hereby deleted in its entirety and replaced with a revised **Attachment 18 - HFF Standards of Confidentiality and Information Sharing Form** for FY 21-22.

Attachment 19 - Affidavit of Understanding of Confidentiality is hereby deleted in its entirety and replaced with a revised **Attachment 19 - Affidavit of Understanding of Confidentiality** for FY 21-22.

Attachment 20 - Protocols Ensuring the Protection of Human Subjects is hereby deleted in its entirety and replaced with a revised **Attachment 20 - Protocols Ensuring the Protection of Human Subjects** for FY 21-22.

Attachment 24 - Protocol for Purchase of Property is hereby deleted in its entirety and replaced with a revised **Attachment 24 - Protocol for Purchase of Property** for FY 21-22.

Attachment 25 - Protocol for the Disposal of Property is hereby deleted in its entirety and replaced with a revised **Attachment 25 - Protocol for the Disposal of Property** for FY 21-22.

Attachment 26 - Protocol for Stolen-Lost-Destroyed Technology Equipment is hereby deleted in its entirety and replaced with a revised **Attachment 26 - Protocol for Stolen-Lost-Destroyed Technology Equipment** for FY 21-22.

Attachment 27 - Protocol for Catastrophic Loss of Technology Equipment is hereby deleted in its entirety and replaced with a revised **Attachment 27 - Protocol for Catastrophic Loss of Technology Equipment** for FY 21-22.

Attachment 30 - Protocol for the Cumulative Property Inventory List is hereby deleted in its entirety and replaced with a revised **Attachment 30 - Protocol for the Cumulative Property Inventory List** for FY 21-22.

Revised Cash and In-Kind Contribution letter for FY 21-22

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

In witness thereof, the parties hereto have caused this **42** page Subcontract to be executed by their undersigned officials as duly authorized.

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

Signed by: _____

Name: Scott A. Kirouac

Title: Chairman

Date: _____

ATTEST:

_____
Robert W. Germaine, Clerk

Provider Fiscal Year Ending Date: Sept 30, 2021

FEIN #: 59-6000655

Healthy Families Florida

Signed by: _____

Name: Jennifer Ohlsen

Title: Executive Director

Date: _____

Ounce of Prevention Fund of Florida

Signed by: _____

Name: Douglas Sessions, Jr.

Title: President/CEO

Date: _____

Funding Period: 7/1/21 - 6/30/22		FISCAL YEAR 2021-2022				
Lead Entity: Highlands County BOCC						
Project Name: HF Highlands						
Contract # 20-22-42						
Categories and Line Items	**Total Cost of Program**	**HFF Grant**	**Cash Contrib.**	**In-kind Contrib.**	**Other**	**Budget Narrative**
Direct Expenses						
A. Salaries and Wages						
1 Program Manager (1 FTE)	**$49,314.00**	$46,250.00	$3,064.00	$0.00	$0.00	**HFF-** 1.0 FTE @ annual salary of $49314 - HFF - 93.79% = $46250; CASH - 6.21% = $3,064
2 FSWS/FAWS (1FTE)	**$36,645.00**	$35,922.00	$723.00	$0.00	$0.00	**HFF -** 1.0 FTE @ annual salary of $36645- HFF- 98.03%=35,922, CASH-1.97%=$723
3 Family Support Worker (1 FTE)	**$24,960.00**	$24,960.00	$0.00	$0.00	$0.00	**HFF** - 1.0 FTE @ annual salary of $24,960
4 Family Support Worker (1FTE)	**$25,085.00**	$25,085.00	$0.00	$0.00	$0.00	**HFF -** 1.0 FTE @ annual salary of $25,085
5 Family Support Worker (1 FTE)	**$24,960.00**	$24,960.00	$0.00	$0.00	$0.00	**HFF -** 1.0 FTE @ annual salary of $24,960
6 Family Support Worker (1 FTE)	**$25,150.00**	$25,150.00	$0.00	$0.00	$0.00	**HFF -** 1.0 FTE @ annual salary of $25,150
7 Family Assessment Worker (1FTE)	**$33,281.00**	$32,615.00	$666.00	$0.00	$0.00	**HFF -** 1.0 FTE @ annual salary of $33281- HFF- 98.00%=$32,615. CASH-2.00%= 666
8 Data Entry (Admin Support) (1FTE)	**$30,570.00**	$29,113.00	$1,457.00	$0.00	$0.00	**HFF -** 1.0 FTE @ annual salary of $30570-HFF- 95.23% = $29,113**;** CASH 4.77%- = $1457
Subtotal Salaries and Wages	**$249,965.00**	**$244,055.00**	**$5,910.00**	**$0.00**	**$0.00**	
B. Payroll Taxes and Benefits	**$118,345.00**	$77,945.00	$40,400.00	$0.00	$0.00	**HFF** - 65.86 %, Cash Contribution - 34.14% - FICA 7.65%, Retirement 10.82%, W/C 0.33 %, life and health insurance annual = $77945 (annual) $811.92 x 8 FTE x 12 months.(Difference due to rounding)
C. Program Consultants and Contractual						
1. Background Screening	**$0.00**	$0.00	$0.00	$0.00	$0.00	
2. Fingerprinting	**$0.00**	$0.00	$0.00	$0.00	$0.00	
3. Information Technology related charg	**$8,691.00**	$0.00	$8,691.00	$0.00	$0.00	**100 % Cash contribution -** Productivity software M365 =**$4967** 8@ $620.87/ea, Client Device Manag. 8@20.87/ea=**167,** Phone equipment C9300-24P-A=**$354**, Desktop Manag. 8@$10.75=**$86**, Security Awareness 8@ $18.12/ea=**$145**, Security Info & Event Mang 8@22.37=**$179**, Cisco Internet **$300**, Executime Licenses 8@13.50**=$108**, Network Device Managment **$1830**, IT-Remote Access Subscription- **$483**, IT Remote Access (repair and maintanence-8 @9.00=**$72.**
Subtotal Program Consultants & Contractual	**$8,691.00**	**$0.00**	**$8,691.00**	**$0.00**	**$0.00**	
D. Other Consultants and Contractual						
1. Legal	**$0.00**	$0.00	$0.00	$0.00	$0.00	
2. Audit	**$0.00**	$0.00	$0.00	$0.00	$0.00	
3. Accounting	**$0.00**	$0.00	$0.00	$0.00	$0.00	
4. ADA Interpreting Services	**$0.00**	$0.00	$0.00	$0.00	$0.00	
Subtotal Other Consultants and Contrac	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
E. Participant Educational Materials	**$1,000.00**	$0.00	$1,000.00	$0.00	$0.00	**Cash Contribution -** $1,000 GGK activity supplies and other educational items including books, learning toys/itmes, puzzles.
F. Consumable Program Supplies	**$500.00**	$0.00	$500.00	$0.00	$0.00	**Cash Contribution-** $500.Particpant event supplies, paper plates, decorations, utensils, tablecloths, napkins, crafts, activities, etc.
G. Assistance to Participants						
1 Participant Incentives	**$1,500.00**	$0.00	$1,500.00	$0.00	$0.00	**Cash Contribution-** Particpant Incentives to be purchased with cash contribution funds include items for incentive store: diapers, wipes, home safety items, play pens, potty chairs, strollers, learning toys, gift cards, etc.
Subtotal Assistance to Participants	**$1,500.00**	**$0.00**	**$1,500.00**	**$0.00**	**$0.00**	
H. Office Expenses						
1. Telephone	**$4,218.00**	$0.00	$4,218.00	$0.00	$0.00	**Cash contribution** funded by HCBCC for the cost of 5 cell phones @ $42./month for 12 months ($2520) and 8 office telephones and 1 fax (land-lines) @ $482 per year, IT Bandwith $956. Cisco phone Connection $260.
2. Utilities	**$3,759.36**	$0.00	$0.00	$3,759.36	$0.00	**In-kind contribution -** Pro rata share based on 1760 square ft. occupied space of 7 percent. $4232 per month x 7 %= $296.24. Water: $213 divided by 100 employees = $2.13 multiplied by 8 HF staff = $17.04. ($296.24 +17.04 =$313.28 per month). **$313.28 * 12 = $3,759.36**
3. Postage and Shipping	**$780.00**	$0.00	$780.00	$0.00	$0.00	**Cash contribution -** Postage & Shipping charges estimate **$65** per month x 12= $ 780
4. Supplies	**$2,000.00**	$0.00	$2,000.00	$0.00	$0.00	**Cash contribution -** Direct cost estimated price of cash contribution of $2000 for staff office supplies including pens, pencils, file folders, outreach folders,staples, post it notes, copier paper, envelopes, etc.
5. Copying	**$575.00**	$0.00	$575.00	$0.00	$0.00	**Cash contribution -** Est. monthly B/W images .0046 per print averaging $41.67 per month = $500.04. Est. monthly col images .0396 per print averaging $6.25 per month = $75.00. Difference due to rounding.

Subtotal Office Expenses	**$11,332.36**	**$0.00**	**$7,573.00**	**$3,759.36**	**$0.00**	
I. Operating Capital Outlay						
1. Machinery & Equipment	**$0.00**	$0.00	$0.00	$0.00	$0.00	
2. Computers & Software	**$152.00**	$0.00	$152.00	$0.00	$0.00	**Cash Contribution -** Adobe Acrobat PRO DC - 2@ 75.83/EA
Subtotal Operating Capital Outlay	**$152.00**	**$0.00**	**$152.00**	**$0.00**	**$0.00**	
J. Lease/Rent						
1. Equipment	**$1,980.00**	$0.00	$1,980.00	$0.00	$0.00	**Cash Contribution** - Xerox Copier Annual Lease Fee @ $1,980 (165/mo for 12 mo.)
2. Transportation	**$0.00**	$0.00	$0.00	$0.00	$0.00	
3. Building	**$16,692.64**	$0.00	$0.00	$16,692.64	$0.00	**In-kind contribution -** 1760 sq ft. (7% of building occupancy and equipment usage and facilities management) @ $1,391.05 * 12 month= $16,692.64
Subtotal Lease/Rent	**$18,672.64**	**$0.00**	**$1,980.00**	**$16,692.64**	**$0.00**	
K. Maintenance	**$0.00**	$0.00	$0.00	$0.00	$0.00	
L. Insurance	**$1,880.00**	$0.00	$1,880.00	$0.00	$0.00	**Cash contribution -** Property & Casualty Liability Insurance at a cost of 8 @ $235 each =$1880 paid in full annually
M. Staff Travel						
1. Home Visiting Travel Costs	**$14,000.00**	$0.00	$14,000.00	$0.00	$0.00	**Cash contribution- $14,000** =HF direct program cost based on previous years program mileage cost incurred by direct program staff @ an average of $1166.66 per month (reimbursed $.56 cents/mile as suggested by the IRS and lead entity policy).
2. Training Travel Costs	**$1,654.00**	$0.00	$1,654.00	$0.00	$0.00	**Cash contribution-$1654** = Staff training- required and specialized. Specific cost are unknown at this time depending on if face to face or virtual and number of staff that will need the trainings.
3. Conference Travel Costs	**$346.00**	$0.00	$346.00	$0.00	$0.00	**Cash Contribution- $346 =** HFF Leadership Conf. room $270 (135/night) $76 per diem
Subtotal Staff Travel	**$16,000.00**	**$0.00**	**$16,000.00**	**$0.00**	**$0.00**	
N. Conference Registration Fees and Staff Training Registration Fees	**$200.00**	$0.00	$200.00	$0.00	$0.00	**Cash contribution -** $200 direct program cost for (2) new staff to attend HFA FSW Core Training
O. Membership Fees and Subscriptions	**$3,465.00**	$0.00	$3,465.00	$0.00	$0.00	**Cash contribution -** Healthy Families America Annual Dues
P. Advertising	**$0.00**	$0.00	$0.00	$0.00	$0.00	
Q. Outside Printing and Artwork	**$500.00**	$0.00	$500.00	$0.00	$0.00	**Cash contribution -** Brouchures 2,000 for $500
R. Other Allowable Costs						
1. Furniture < $1,000	**$0.00**	$0.00	$0.00	$0.00	$0.00	
Subtotal Other Allowable Costs	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
DIRECT EXPENSES TOTAL	**$432,203.00**	**$322,000.00**	**$89,751.00**	**$20,452.00**	**$0.00**	
Administrative Expenses						
Allocated Management and General Overhead, not to exceed 10% of HFF grant amount	**$52,383.00**	$0.00	$0.00	$52,383.00	$0.00	**In-kind Contribution -** Administrative expenses allocated costs by HCBCC- Human Resources, Clerk to Board, County Administrator, Audits, OMB, Central Services, Purchasing and County Attorney.
GRAND TOTAL (Direct and Administrative Expenses)	**$484,586.00**	**$322,000.00**	**$89,751.00**	**$72,835.00**	**$0.00**	
REVENUE SUMMARY						
(List Revenue Sources)						
1. Healthy Families Florida	**$322,000.00**	$322,000.00	$0.00	$0.00	$0.00	
2 Highlands Couny BOCC	**$162,586.00**	$0.00	$89,751.00	$72,835.00	$0.00	
Total Anticipated Revenue (Must equal Grand Totals above)	**$484,586.00**	**$322,000.00**	**$89,751.00**	**$72,835.00**	**$0.00**	

Attachment 5

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Randy Vosburg Date: 3/23/2021

Application or Contract ID Number: HF HIGHLANDS #20-22-42

Name of Authorized Individual Application or Contractor: Randal E. Vosburg

Address of Organization: Highlands County Board of County Commissioners, 600 S. Commerce Avenue Sebring, FL 33870

CF 1123
Effective July 2015
(CF-1123-1516)

Attachment 6

Contract No. HF Highlands #20-22-42

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds $25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed $25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

(1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

(2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Randal E. Vosburg Randy Vosburg
Signature

3/23/2021
Date

Randy Vosburg
Name (type or print)

County Administrator
Title

DCF OFFICE OF CIVIL RIGHTS COMPLIANCE CHECKLIST

[To see "INSTRUCTIONS," click paragraph symbol ¶ on standard toolbar at top of your computer screen.]

Provider Name	County	Region/Circuit
Highlands County Board of County Commisioners	Highlands	10

Corporate Mailing Address
600 S Commerce Ave.

City, State, Zip Code	Main Telephone Number
Sebring, FL 33870	0863-402-6500

DCF Contract(s) Number(s)	Total Contract(s) amount $	Total amount of federal funding $	Total amount of state funding $
LJ959			

Are any of the contract numbers listed above a multi-year contract? If yes, state which one(s) and contract period.

Completed By (name and title)	Telephone Number	Date Completed
Cynthia Acevedo, Program Manager	863-402-6629	3-17-2021

PART I.

1. Describe the geographic area served and the type of service(s) provided: Services provided by the HCBCC to the community inlcude Human Services, Veteran Services, Emergency Medical Services, and Healthy Families.

2. Population of Area Served. List source of data: Census.gov

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male
99,491	85.6	10.5	18.8	2.7	51.3	49.7

3. Staff Currently Employed. Effective date: 3-17-2021

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
7	86	14	57	0	100	0	0

4. Number of Clients Participating or Served. Effective date: 3-17-2021

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
61	57	36	36	7	100	0	0

5. Advisory or Governing Board, if applicable.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
8	17.5	12.5	25	0	87	13	0

PART II. (Use a separate sheet of paper for any explanations requiring more space.)

6. Compare staff composition (#3) to population of area served (#2). Is staff representative of the population served? If No or NA, please explain.	☒Yes ☐No ☐NA
7. Compare client composition (#4) to population of area served (#2). Are race/sex composition representative of populations served? If NO or NA, please explain.	☒Yes ☐No ☐NA
8. Do you inform employees, applicants, and clients of their protection against discrimination in employment practices and in the delivery of services? If YES, how (verbal, written, poster)? If NO or NA, please explain. Information is available in all three: verbal, written and poster..	☒Yes ☐No ☐NA
9. Do recruitment and notification materials advise applicants, employees and clients of your non-discrimination policy? If NO, please explain.	☒Yes ☐No ☐NA
10. Do you have a grievance/complaint policy or procedure receive, investigate and resolve complaints regarding employment decisions and provision of services to clients? If NO, please explain.	☒Yes ☐No ☐NA
11. Does your grievance/complaint policy or procedure notify your employees and clients of their right to file a complaint with the appropriate external agency and provide contact information for these agencies (DOJ, HHS, EEOC, DCF)? If NO, please explain.	☒Yes ☐No ☐NA

12. If applicable, does your grievance/complaint policy incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of Section 504 of the Rehabilitation Act of 1973 (disability in employment practices and the delivery of services)? *[Applicable to providers with 50 or more employees and $25,000 or more in DOJ funding.]* If NO, please explain.	☒Yes ☐No ☐NA

PART III. (Use a separate sheet of paper for any explanations requiring more space.)

13. Provide the number and status of any service delivery and employment discrimination complaints filed against your organization within the last 12 months. The organization had no complaints filed within the past 12 months.	
14. Have you submitted any findings of discrimination issued by a court or administrative agency to **both** the DCF Office of Civil Rights and appropriate external agency (DOJ, USDA). If NO, please explain. N/A	☐Yes ☐No ☒NA
15. Are program eligibility requirements applied to applicants and clients without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.	☒Yes ☐No ☐NA
16. Are benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.	☒Yes ☐No ☐NA
17. Are room assignments for in-patient services made without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain. This is a home visiting program, this does not apply.	☐Yes ☐No ☒NA
18. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, please explain.	☒Yes ☐No ☐NA
19. Are the programs/facilities/services accessible to mobility, deaf or hard of hearing, and sight impaired individuals? If NO or NA, please explain.	☒Yes ☐No ☐NA
20. Are Limited-English Proficient (LEP) applicants and recipients provided equal access to benefits and services, including free interpreter services? If NO or NA, please explain. List below what steps are taken to ensure meaningful access to persons with LEP (written policy, outreach, etc.). policy	☒Yes ☐No ☐NA
21. Have you conducted a self-evaluation to identify barriers to serving individuals with disabilities or LEP? If NO or NA, please explain.	☒Yes ☐No ☐NA
22. Provide the name and contact information for the individual designated as your organization's Section 504, ADA, and/or Title VI Coordinator for compliance activities.	Cynthia Acevedo-cacevedo@highlandsfl.gov; Deana Strickland-dstrickland@highlandsfl.gov
23. Are you providing Civil Rights training (employment and service delivery) for staff? If YES, how often? If NO or NA, please explain. List all the civil rights training provided to staff within the last 12 months. Upon hire, HIPPA and ADA training and annually thereafter..	☒Yes ☐No ☐NA
24. If you conduct religious activities as part of your program or services, do you: a. Provide services to everyone regardless of religion or religious belief? b. Keep religious activity such as prayer and religious instruction separate from federally funded activities? c. Are religious activities voluntary? If NO or NA to any of the questions above, please explain. No religious activities.	☐Yes ☐No ☒NA ☐Yes ☐No ☒NA ☐Yes ☐No ☒NA

25. If you are a sub-recipient of *DOJ funding and operate an educational program or activity*, have you taken the following actions: a. Adopted grievance procedures that provide for prompt and equitable resolution of complaints that allege sex discrimination in violation of Title IX of the Education Amendments of 1972? b. Designated a person to coordinate compliance with Title IX? c. Notified applicants, employees, students, parents, and clients that you do not discriminate on the basis of sex in your educational programs or activities? If applicable and you answered NO to any of the questions above, please explain.	☐ Yes ☐ No ☒ NA ☐ Yes ☐ No ☒ NA ☐ Yes ☐ No ☒ NA
26. If applicable, do you have an Equal Employment Opportunity Plan (EEOP)? If you are a sub-recipient of DOJ funding, have you filed the appropriate EEOP certification with Office of Civil Rights, Office of Justice Programs? **If YES, provide a copy of the EEOP and/or certification.**	☒ Yes ☐ No ☐ NA

PART IV.

DEPARTMENT OF CHILDREN AND FAMILIES USE ONLY			
Date Received by DCF Contract Manager			Date Reviewed by Contract Manager
Contract Manager Name/Signature			Telephone Number
Is the contract information (contract number, amount of contract, etc.) correct?			☐ YES ☐ NO
Did contracted services provider answer/complete all three sections? If YES, submit to Civil Rights Officer (CRO). If NO, return to provider for completion.			☐ YES ☐ NO
Date Submitted to Civil Rights Officer (CRO)	Date Received by CRO	Date Reviewed by CRO	In Compliance? ☐ YES ☐ NO
Comments			
Type of Compliance Review: ☐ On-Site Limited Review ☐ On-Site Full Review ☐ Desk Limited Review			
Date of Compliance/No-Compliance Notice	Response Due Date		Response Received Date
Compliant? ☐ YES ☐ NO	Civil Rights Officer Name/Signature		

SINGLE-POINT-OF-CONTACT INFORMATION

Attachment 8

Instructions: Please provide the Single-Point-of-Contact information for the lead entity, project and, if applicable, one for each subcontractor.

Contract #: HF-20-22-42 Project Name: HF Highlands Date Completed: 4-23-2021

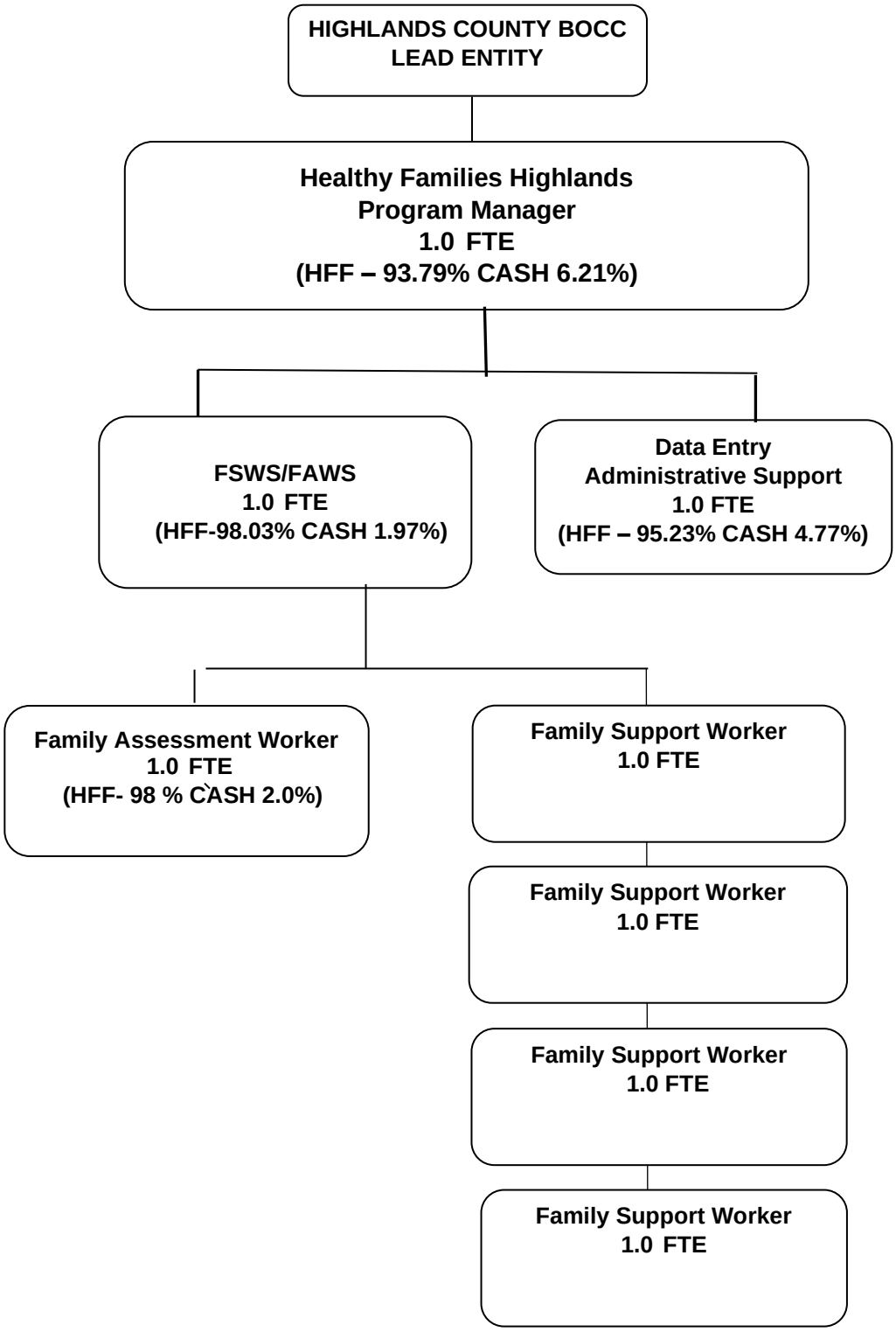
Name	Date SPOC Trainings Completed	Position/Title	Agency	Street Address	Mailing Address	Telephone Number	E-Mail Address
Cynthia Acevedo	4/20/21	HFH Program Manager/SPOC	HF Highlands / HCBCC	7205 S George Blvd Sebring, FL 33875	7205 S George Blvd Sebring, FL 33875	863-402-6629	cacevedo@highlandsfl.gov
Deana Strickland	3/23/21	Administrative Assistant/ ADA Reporter	HF Highlands/ HCBCC	7205 S George Blvd. Sebring, FL 33875	7205 S George Blvd Sebring, FL 33875	863-402-6628	dstrickland@highlandsfl.gov

I attest that the above named staff has completed the SPOC training and the completion certificates are in their personnel file.

Program Manager: Cynthia Acevedo

Date: **4-23-21**

HF Highlands



Certification of
Executive Compensation Reporting Requirements

Provider Name: Highlands County Board of County Commissioners

Provider Address: 600 S Commerce Avenue

Sebring, FL

33870-3809
Zip plus four is required

Contract No.: HF Highlands #20-22-42 **Total Amount:** $322,000
Total Amount of Federal Funds in contract: $ 125,580
Contract Beginning Date: July 1, 2021 **Ending Date:** June 30, 2022
CFDA Number: 93.556; 93.558 **Provider's DUNS Number:** 053222506
City, State and Zip plus four of
Principal Place of Performance: Sebring, FL, 33870-3809

Provider's Top 5 Most Highly Compensated Executives & Compensation Information

Full Name	Position Title	Total Annual Compensation Amount

"Total compensation" means the cash and noncash dollar value earned by the executive during the entity's preceding completed fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(i). Salary and bonus.
(ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
(iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
(iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
(v). Above-market earnings on deferred compensation which is not tax-qualified.
(vi). Other compensation, if the aggregate value of all such other compensation for the executive exceeds $10,000. Examples of other compensation are severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds $10,000.

The undersigned certifies, to the best of his or her knowledge and belief, that the information provided above to satisfy the Executive Compensation Reporting Requirement is complete and accurate.

Signature

05/12/2021
Date

Ingrasherese Gardner, MA
Name of Authorized Individual (print)

Community Programs Director
Position Title of Authorized Individual

Certification of
Executive Compensation Reporting Requirements

The Federal Funding Accountability and Transparency Act (FFATA) requires that certain information pertaining to federal awards (federal financial assistance and expenditures) be made available to the public. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. Organizations meeting the Reporting Criteria listed below must disclose the total compensation of their five most highly paid executives.

> **Reporting Criteria:** During the preceding fiscal year the organization identified below received more than $25 million in total federal funding, AND the federal funds received during that fiscal year accounted for more than 80% of the Provider's annual gross revenue.

I, Ingrasherese Gardner, as an authorized representative of Highlands County Board of County Commissioners, certify that my organization:

[check which statement applies]

☐ is required to report Executive Compensation in compliance with FFATA.
☒ is not required to report Executive Compensation in compliance with FFATA.

Exemption:
The organization is exempt from reporting executive compensation information if [check if applicable]:

☐ The public already has access to this information about the compensation of the executives of this organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

The undersigned certifies the foregoing information is accurate and complete to the best of his or her knowledge and belief.

Signature

05/12/2021
Date

Ingrasherese Gardner, MA
Name of Authorized Individual (print)

Community Programs Director
Position Title of Authorized Individual

Provider's DUNS Number: 053222506

Contract Number: HF Highlands #20-22-42

Even if you are not subject to executive compensation reporting, you must also complete the top part of page 2 of this form. To report the executive compensation information required by FFATA, complete the bottom part and sign page 2 of this form.

According to federal law FFATA information must be reported to the Department of Children and Families not later than the end of the month following the month during which an award in excess of $30,000 of federal funds was made to your organization, or during which a lesser amount was awarded but the cumulative value of funds made pursuant to this and previous awards exceeds $30,000.

Healthy Families Florida Quarterly Narrative Report

Attachment 15

Reporting for HF: **Project Name** **Reporter**:
Reporting Period: **Choose an item.** **Date Submitted:**

Please complete and submit this form to hffdeliverables@ounce.org by the 15th of the month following each quarter. Where provided, use the drop down boxes to select appropriate answers. Do not remove/delete questions that do not apply, instead write or use the drop down box to select "**Not Applicable**."

Referrals and Numbers Served

1. Report the monthly number of families served and the percentage of contracted number to serve for each month of the quarter. (This data is available in the Attachment A-Fiscal Year Row D in the Capacity/Closures section of the Performance Management System.)
2. If your project did not serve at least 75% of your total contracted number to serve in any one of the three months of this reporting period, please describe the extenuating circumstances and the strategies for increasing the number of families served.
3. Select the number of pregnant women served in the quarter who are neither U.S. citizens nor legal residents of the U.S. nor have a child in the home that is a U.S. citizen or legal resident (This is necessary for DCF reporting and does not impact the eligibility of the families enrolled).

Successes and Challenges

4. Share any successes your project has had **since the last quarterly narrative report** and any strategies utilized to realize these successes. Innovative strategies that may benefit other projects will be shared with other HFF projects.
5. Describe any new/major challenges in program implementation your project has had **since the last quarterly narrative report** (e.g., meeting outcomes, staff turnover, etc.).

Community Engagement

6. Describe any new successes or challenges you experienced with community collaborations (e.g., DCF, Community-Based Care providers, Healthy Start, DJJ, law enforcement CPIs, etc.) since the last quarterly narrative report.
7. Describe how you educated community partners and the public during the quarter on HFF and the benefits of the program.
8. Detail any community events or participant activities/events that occurred during the quarter.

Family Specialist OR Navigator Report

9. If you have a Family Specialist OR Navigator, complete the sections below. **Choose an item.**
10. If the Family Specialist or Navigator did not meet the monthly contracted number of families to be served in any one of the three months of this reporting period (15 per month for Family Specialists, 25 per month for Navigators), please describe the extenuating circumstances and the strategies for increasing the number of families served.
11. Describe in narrative format how at least one participant has made progress since they began Family Specialist (FS) or Navigator services. The example should demonstrate the high-risk nature of the family and how these services are critical in preventing child abuse and neglect. **Insert story here**. Each example must include:
    - the family ID so that we can cross-reference the narrative with data
    - a brief history of what brought the family into the Healthy Families program

- symptoms/concerns at the time they started services with the FS or Navigator (why were they referred)
- results of the psychosocial or needs assessment and service plan goals
- how the Family Specialist or Navigator and FSW worked together (if applicable)
- how the Family Specialist or Navigator connected participant or other family members with auxiliary services such as childcare, transportation, medication management or detox (if applicable)
- what techniques/strategies were implemented by the Family Specialist (if applicable)
- how the participant(s) and child(ren) are benefitting as a result of the Family Specialist or Navigator services

12. Describe any new barriers (if any) that were identified related to connecting families with needed services. (For example- are there service gaps in the community or unexpected barriers to receiving services.)

13. Is there any way in which the HFF Central Office can better assist your project in providing Family Specialist or Navigator services, either through direct technical assistance or through conference calls/meetings? Please describe.

Quality Improvement Plan Update

14. Attach the update to your site's Quality Improvement Plan **Choose an item.**

Parent Engagement and Leadership

15. Provide a detailed success story of **any** Healthy Families family that has made significant progress. If the family is a level 3, 4 or graduate and the family is willing to share outside of HFF, it should be written by the family in first person and a signed Authorization to Exchange Information form must be on file and submitted upon request. No authorization is required if the story is provided by staff and only includes a participant ID and no family names. **Insert story here**

16. Provide information on Parent Leadership activities, which are defined as meaningful involvement of family members who are consumers of program services in the areas of program planning, implementation and evaluation. Describe the activities below.

Healthy Families Florida
Standards of Confidentiality and Information Sharing

I. Release and Waivers

A. Informed Consent

At the initial home visit with the participant/family, program staff should discuss with the participant/family the nature of the information that may be shared and with whom, and that any information shared with the Ounce of Prevention Fund (OPFF)/Healthy Families Florida (HFF) and the Department of Children and Families (Department) will be only for the purpose of evaluation and determining the service needs of the family. The participant, who is the subject of the information, gives consent to share this information through a signed written participant agreement. Copies of all signed agreements should be maintained in the participant file.

B. Requirements of Release

Each release should include:

1. The name of the person who is the subject of the information
2. The name of the person, program, or agency sharing the information
3. The name of the person, program, or agency with whom the information will be shared
4. The reasons for sharing the information
5. The specific information that will be shared
6. The signature of the person authorizing the exchange of information
7. The date the release is signed
8. A statement that the subject of the information has the right to revoke the release at any time
9. An expiration date for the release (remember that even after completion of the program, information may continue to be shared for a specified amount of time for the purpose of program evaluation and the expiration date should include this time frame)

II. Obstacles to Making Informed Consent

An informed consent is one in which the person possesses sufficient knowledge of the risks and benefits of the release of information and is capable of making a reasoned choice between alternatives. The following situations should be considered to ensure informed consent is not hindered.

A. Legal incompetence – Authorizations for exchange of information must be signed by a legal guardian in cases where the subject of the information has been legally determined to be incompetent.

B. Minors – Individuals under the age of 18 are considered minors and require the signature of a parent or guardian unless the individual is, or ever has been married or has been legally emancipated. Mothers under the age of 18 may still sign consent for services and authorize exchange of information regarding their child.

C. Language and culture – A written release of information in a language not understood by the client is invalid. The release form should be presented in the individual's native language. Many immigrants fear that the personal information they provide may put them or their families at risk of deportation. Whenever this is an issue, staff should explain that information is not given to the Immigration and Naturalization Services office.

III. Protocols to ensure participant confidentiality

All staff should ensure that the confidentiality of the participant/family is preserved at all times. The procedures include, but are not limited to:

A. Affidavit of understanding of confidentiality (Attachment 19) – The affidavit constitutes promises not to disclose participant information to any other person or agency unless specifically authorized in writing. These affidavits are written, signed and witnessed and kept in the staff's personnel file.

B. Phone protocol – All staff should be trained in how to answer phone calls requesting information on participants. A standard "I cannot confirm or deny that the person you are asking about is involved with our program. If you would like, leave your name and phone number and we will get back to you" can be used. This allows the staff time to check the participant's file to verify if we have a release to share information with the caller/agency.

C. Participant files – Any papers or files that may contain sensitive or identifying information should be kept in a secure place (locked file cabinet or desk drawer). When staff leave their desk or computer, files should be securely stored.

D. Computer workstations - Computer workstations that have confidential information or access to confidential information must use the screen lock when staff are away from their desk. All electronic files containing confidential information saved on local workstations or server must be password protected.

E. Management Information Systems (MIS) – All automated MIS should have established security systems that allow only authorized personnel access. Access to computers that are networked to the MIS should be limited as well as modem lines. A computer that has a modem should also be protected from unauthorized access. Passwords and software can assist in securing the data. Site staff are not allowed to share their passwords. MIS systems should include a method for updating passwords and eliminating access for any staff that leave.

F. Mailing documents – When it is necessary to mail documents that include confidential information, the envelope containing the documents should be sent via registered or certified mail. The intended recipient should be notified the package is being mailed and the receipt of the package should be verified.

G. Faxing – Documents with confidential information should be faxed only between secure fax machines and the recipient should be notified prior to sending. The recipient should stand by to receive the fax.

H. Email – Confidential information should never be included in e-mail or through any social networking venue. If it is necessary to send confidential information via e-mail, the information should be placed in a password protected attachment.

I. Disposal of documents - Once documents have exceeded the required timeframe for document retention, documents containing confidential information should be disposed of properly by mechanical shredding.

J. Referrals among programs – When referring a participant to another program for services, site staff should inform the participant of the referral, obtain a Limited Authorization for Exchange of Information to be shared with the referral source and alert receiving program if confidential participant information accompanies the referral.

K. Transfer of participants between HFF programs – Prior to transferring a family to another HFF program, site staff should obtain a signed release of information to share information with the receiving site. Once the receiving site has obtained a signed consent to participate in the program, the site may send a copy of the participant file via certified mail to the receiving site. All information except for information related to the following may be sent to the receiving site:

1. Acquired Immune Deficiency Syndrome (AIDS),
2. Human Immunodeficiency Virus (HIV),
3. Tuberculosis (TB),
4. Sexually transmitted diseases (STDs),
5. Alcohol or substance abuse treatment, and
6. Mental health treatment Information.

Information related to these topics requires an additional release to be signed specific to this information.

My signature below indicates I have read the Standards of Confidentiality.

Staff Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

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AFFIDAVIT OF UNDERSTANDING OF CONFIDENTIALITY

I, _____, an authorized agent of _____ ("Provider"), understand that I am required by state law and 39.202, F.S., to hold Healthy Families Florida (HFF) program participant information confidential and I cannot release any confidential information to any person or entity unless specifically authorized in writing. Further, I understand that I may be guilty of a misdemeanor of the second degree and/or liable to civil suit if I violate that confidentiality.

I have read and understand my responsibilities as outline in Attachment 18 - HFF Standards of Confidentiality and Information Sharing Form.

_____ _____
Signed Date

_____ _____
Witness Date

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Protocols Ensuring the Protection of Human Subjects

Any site funded by the Ounce of Prevention Fund (OPFF) in whole or in part must at a minimum comply with the protocols specified in this document to keep personal identifying information of individuals who are subject to the evaluation of the funded site confidential and secure. Confidential information is any information that is of a sensitive or personal nature and/or allows identification of an individual. The key information items included in this definition refer to names, social security numbers, addresses, and any other information that allows identification of an individual or family to whom the information refers.

Hard Copy Documents

The documents addressed in this section include any hard copy materials with confidential information on individuals. Examples of documents that might have confidential information are completed questionnaires with names or other identifying information, reports and lists of individuals' names, and site documents that might be submitted to the OPFF as evidence of completing a deliverable or meeting an outcome.

Transfer and Mailing of Documents - Mailing documents with confidential information on individuals should be avoided. When it is necessary to mail documents that include confidential information regarding sites funded, administered or evaluated by the OPFF, the envelope containing the documents should be sealed, and the package should be sent using registered mail. The intended recipient should be notified that a package has been mailed and the receipt of the package should be verified by the funded site's staff. If documents are sent via facsimile machine, OPFF staff must be notified prior to faxing to ensure the fax machine is secure.

Storage and Maintenance of Documents - Documents with confidential information are to be stored in a locked file cabinet or desk.

Disposal of Hard Copy Documents – Hard copies of working documents not required to be retained in the archives and archived documents that have exceeded the required retention period are to be disposed of properly. If such documents contain confidential information, they are required to be mechanically shredded.

Electronic Files

The files addressed in this section include any databases developed and maintained by the OPFF, or other electronic files that contain personal identifying information.

E-mails and Transfer of Data by E-mail – All employee e-mail communication must include language prohibiting improper receipt and use of information contained in the e-mail. The appropriate language is included as part of the signature and is as follows:

> If confidential information is transferred using e-mail, the information should be contained in a separate attachment that is password protected. Only the individuals sending and receiving the file should know the password.

Confidential information should not be included in the body of an e-mail message, only in a password-protected attachment. The password for the attached document must be communicated to those authorized to access the information by telephone.

Electronic Security

Staff at sites funded by the OPFF must abide by the following protocols:

Staff must use their assigned user names and network passwords to log onto their assigned workstations.

Staff must use the screen lock to protect local workstations when they are away from their desks.

Access to data management systems developed and maintained by the OPFF is password protected. All Site staff members must use the unique username and/or password assigned to them in accessing the data management system. Site staff members are assigned a level of access in conjunction with their role and responsibility, therefore usernames and/or passwords are not to be shared among staff. Site staff may access data for only their site using their unique usernames and/or passwords. When site staff with access to the data management system terminate their employment with the funded agency, the agency must notify the OPFF staff so that a new username and/or password may be assigned or site staff must delete the username and/or password of the staff who are no longer employed at the site where that option is available.

All electronic files containing confidential information that are saved on local workstations or a server must be password protected.

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Protocol for the Purchase of Property Purchased with HFF Grant Funding

March 2021

Protocol for the Purchase of Property

All technology purchased must be pre-approved by the Department of Children and Families (Department). If a technology purchase is made without Department approval the cost will not be reimbursed. Once an approved IRR is sent to the site the purchase must be made within 30 days or the IRR is invalid. All approved purchases made between April and June must be made, delivered, installed, paid for and invoiced no later than the June invoice. If the payment is not made until July, the cost will not be reimbursed by the Department.

A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget. The amendment must be approved by the Department prior to execution by the parties. Once the Department receives the executed amendment, then the IRR may be sent to the Department. The IRR and three quotes must be submitted to the contract specialist at sgodfrey@ounce.org.

The contract specialist will review the request and then send it to the Research, Evaluation and Systems (RES) director for review. If the documentation is in order, it is sent back to the contract specialist and the contract specialist will submit the IRR and quotes to the Department contract manager for approval. If modifications are necessary, the contract specialist will contact the staff person who submitted the request. Upon Department approval, the contract specialist will notify the project. The project must not purchase any equipment until the contract specialist has emailed final Department approval to the staff person who submitted the request.

Ensure that all technology purchased with HFF Grant funds are sufficiently covered by your insurance policy for replacement value. If technology purchased with HFF Grant funds is destroyed, stolen or lost, there must be sufficient insurance coverage to replace the item at no additional cost to HFF.

Obtaining Approval to Purchase Technology Equipment Using Ounce of Prevention/HFF Grant Funds

All projects must submit an Information Resource Request (IRR) form and three quotes for each type of equipment to the contract specialist sgodfrey@ounce.org requesting to purchase new computer hardware, tablets, printers, LCD projectors, smart phones, other technology and specialty software.

All three quotes must:

1. Show all of the detailed equipment specifications for each piece of technology listed on the quote

2. Number of each type of item requested (if you want 5 desktops and 3 laptops the quotes must reflect those numbers)
3. All three quotes must be for the same make and model for each piece of technology and contain the same specifications
4. Required 4 year warranty (what the coverage includes) on all computers
5. Required 4-year license for Computrace or GHE Endpoint encryption software on all laptop computers
6. Legible vendor contact information or link
7. Quotes should be locked in for at least 30 days to allow time for the approval process,
8. Ensure that the quotes are legible and clear when submitted
9. Saved in the following format "name of project, name of vendor and type of equipment"

An IRR is not needed to purchase a mouse, flash drive or keyboard (unless the keyboard is specialized). The purchase request must be for the lowest priced item from the three quotes. The project's budget must include sufficient funds for purchasing the technology equipment prior to submitting a request. The last date to request an IRR for the fiscal year will be noted during the lapse planning time frame, unless a different time frame is specified by DCF**.**

An IRR is needed for purchasing:

1. Any type of technology regardless of cost. Examples include but are not limited to:
   a. Computers (Desk or Laptop)
   b. Monitors
   c. Tablets
   d. DVD players
   e. Televisions
   f. Projectors
   g. Cameras
   h. Phones
   i. Digital storage devices
   j. Specialized keyboards
   k. Specialized furniture
   l. Headsets
   m. Web cameras
2. Any software other than Microsoft Office Suite
3. Computer Licenses
4. Items with a purchase price, or value of $1,000 or more
5. Items that have a life of 12 months or longer
6. If there are multiple pieces that when combined make a whole piece and the total cost of all pieces combined are more than $1,000

Furniture – if using HFF Grant funds all furniture items must be pre-approved by Jennifer Ohlsen before the purchase can be made. Send 3 quotes of the items to johlsen@ounce.org and copy sgodfrey@ounce.org.

For equipment or items not listed above, contact Suzie Godfrey at 850-488-1752 x 104 or email sgodfrey@ounce.org and receive an email granting approval prior to purchasing any of these items. If you purchase before receiving an approved IRR or approval from Jennifer Ohlsen, DCF will *not* reimburse that expense.

For additional information or support please contact:
Suzie Godfrey - sgodfrey@ounce.org - 850-488-1752 ext. 104

Protocol for the Disposal of Property Purchased with HFF Grant Funding

March 2021

Obtaining Approval to Dispose of Technology Equipment

All technology or items were purchased with Healthy Families Florida (HFF) Grant funds must be approved for disposal before disposing of the item. If disposal occurs without prior approval the lead agency will be held responsible for replacement or reimbursement. Ensure that your IT Department is aware of this requirement. Technology may only be disposed of if it is not working. Technology may not be disposed of due to:

- 4 yr warranty expired
- Over 4 years of age
- Agency replacement plans

If a project plans to dispose of any technology equipment that was purchased with Ounce of Prevention (OPFF)/HFF grant funds, the project staff must submit:

- Request for Disposal of Technology Equipment form (Property Inventory)
    - Mark the condition of the equipment accurately
    - The last column should read "Pending Approval" until the approval is given, then it should be changed to the date of disposal
- Letter on the organization's letterhead (see below for template) indicating:
    - Reason for disposal
    - All computer drives have been wiped clean to protect confidentiality of data
    - Name of the software or process used for wiping them clean
    - How many times the software was run to ensure all confidential information was erased
    - Signed with blue ink

The project must submit the Property Inventory form and letter to the HFF contract specialist. The HFF contract specialist will submit the request and letter to the RES director for review and will notify the project staff upon approval. The equipment may not be disposed of until HFF approval has been granted. The project should follow the process outlined below for how to dispose of property, including technology equipment.

Disposal of Property Purchased with OPFF /HFF Grant Funds

Property shall not be donated to employees for personal use, auctioned or sold. Property may be donated to:

1. Another program within the lead entity, but is required to stay on the HF Property Inventory and the site will still be held accountable for the items
2. A non-profit organization
3. Taken to a landfill, recycled or hauled away by a pick-up service

Regardless of the disposal method, the project must keep a record for inventory purposes along with appropriate receipts that verify when and how the disposal occurred. Once the equipment has been disposed of, it must continually be carried over to both the "Draft" and "Final" Property Inventory lists.

Request to Dispose on Agency Letterhead - SAMPLE

Request must be on agency letterhead and signed with blue ink.

SAMPLE ON AGENCY LETTERHEAD

Healthy Families Florida
111 N. Gadsden Street
Tallahassee, Florida 32301

To whom it may concern:

I am requesting to dispose of (number and type of equipment) that were purchased with HFF Grant funds and no longer work. The computers (OR type of Equipment) are not able to be updated (or repaired) due to _____. All computer drives (or copier hard drives) have been wiped clean with D Ban software ran 3 times (name of the software being used to wipe the hard drive) to protect the confidentiality of data on the drives.

The computer will be disposed of using the ABC Computer recycling Service (or name of non-profit organization receiving the donation) located in Anytown, FL. They will provide a receipt upon pick-up of equipment. All disposal documentation will be kept.

Respectfully,
(Your Name)

Healthy Families (Name of Project)
Address of Project

Protocol for Stolen/Lost/Destroyed Technology Equipment
March 2021

Report of Property Stolen/Lost/Destroyed

If equipment that was bought using Ounce of Prevention Fund of Florida (OPFF)/Healthy Families Florida (HFF) grant funds is stolen, lost or destroyed the following guidelines must be followed:

1. Project will need to complete the Report of Equipment Stolen/Lost/Destroyed and email it to the HFF Contract Specialist and the HFF Assistant Director. The Police report (if applicable) and Insurance claim report will need to accompany the email.

2. Plan for recovery or replacement of the technology must be included with the report.

3. The Property Inventory and Disposal Document will need to reflect the reason that the item is no longer in custody of the program, in the last column for the appropriate property/inventory number or serial number.

4. According to Section 5.6. - Data Security of the contract the project agrees to notify the HFF Assistant Director as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential data.

5. The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential Ounce of Prevention/DCF data as provided in section 817.5681, F .S. The Provider shall also at its own cost implement measures deemed appropriate by the Ounce of Prevention to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data.

Stolen/Lost/Destroyed Equipment Report

Please provide all supporting documentation regarding the stolen/lost device from your Information Systems Security Officer/Data Security Officer. The report of a lost or stolen device must contain the following:

1) Date of Report:
2) Date device was stolen/lost/destroyed:
3) Employee making the report (including e-mail address and telephone number):

4) Stolen/Lost/Destroyed device property custodian name/employee name (including e-mail address and telephone number):
5) Was the item insured for replacement cost(Y/N):
6) If the device was not insured, what is the replacement plan:
7) What is the plan for recovery or replacement of the stolen/lost device:
8) Insurance claim number:
9) Insurance claim report included:
10) Property/inventory number of the stolen/lost device:
11) Was the stolen/lost/destroyed device purchased with HF funds:
12) Date the stolen/lost/destroyed device was purchased:
13) Region/location of stolen/lost device:
14) Associated program office:
15) Make/model of device:
16) Property tag number:
17) Device serial number:
18) How was the device stolen/lost/destroyed:
19) Name of law enforcement agency notified:
20) Police report number (or other unique identifying criteria):
21) Police Report Attached:
22) Name of Encryption software installed on machine:
23) Date Encryption software installed:
24) Encryption enforced (Y/N):
25) Did the computer require username and password to access local hard drive(s) (Y/N):
26) Was the encryption software installed one that encrypted files on the hard drive(Y/N):
27) Was there confidential data on the device (Y/N):
28) Recovery efforts and results:

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An affiliate of Healthy Families America®

Protocol for Catastrophic Loss of Technology Equipment for Site Name: _____

March 2021

Report of Catastrophic Loss

If equipment that was bought using Ounce of Prevention Fund of Florida (OPFF)/Healthy Families Florida (HFF) grant funds is destroyed during a catastrophic event and are no longer usable, the following guidelines must be followed:

1. Project will need to complete the Report of Catastrophic Loss and email it to the HFF Contract Specialist and the HFF Assistant Director. The Insurance/FEMA claim report will need to accompany the email.

2. Plan for recovery or replacement of the technology plan must be included with the report.

3. The Property Inventory and Disposal Document will need to reflect the reason for the item no longer in custody of the program, in the last column for the appropriate property/inventory number or serial number.

4. According to Section 5.6. - Data Security of the contract the project agrees to notify the HFF Assistant Director as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential data. If applicable

5. The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential Ounce of Prevention/DCF data as provided in section 817.5681, F .S. The Provider shall also at its own cost implement measures deemed appropriate by the Ounce of Prevention to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data. If applicable

Catastrophic Loss of Equipment Report

Please provide all supporting documentation regarding the Catastrophic Loss device from your Information Systems Security Officer/Data Security Officer. The report of a Catastrophic Loss must contain the following:

1) Date of Report to HFF:

2) Date device(s) was destroyed
3) Employee making the report (including e-mail address and telephone number):
4) Property custodian name (including e-mail address and telephone number):
5) Was the item(s) insured for replacement cost (Y/N):
6) What is the plan for recovery or replacement of the destroyed device:
7) Date of Insurance/FEMA claim:
8) Insurance/FEMA claim number:
9) Insurance/FEMA claim report included:
10) Was the physical property recoverable:
11) Were the hard drives removed and destroyed:
12) Property/inventory number(s) of the destroyed device(s):
13) Was the destroyed device purchased with HF funds:
14) Date the destroyed device was purchased:
15) Region/location of destroyed device:
16) Associated program office:
17) Make/model of device(s):
18) Property tag number(s):
19) Device serial number(s):
20) How was the device destroyed:
21) How was the device disposed of:
22) Name of law enforcement/government agency notified:
23) Law enforcement/government agency report number (or other unique identifying criteria):
24) Law enforcement/government agency report Attached:
25) Name of Encryption software installed on machine:
26) Date Encryption software installed:
27) Encryption enforced (Y/N):
28) Did the computer require username and password to access local hard drive(s) (Y/N):
29) Was the encryption software installed one that encrypted files on the hard drive(Y/N):
30) Was there confidential data on the device (Y/N):
31) Was there was information on the destroyed device that is not replicated elsewhere, and if so, what it is?
32) Was there any breach of confidentiality (Y/N):
33) Recovery efforts and results:

For additional information or support please contact:
Suzie Godfrey - sgodfrey@ounce.org - 850-488-1752 ext. 104
May 2018

Protocol for the Cumulative Property Inventory List
March 2021

Property Inventory Document

All providers must submit a current inventory list of all property, regardless of the purchase date, bought with Ounce of Prevention Fund of Florida (OPFF)/ Healthy Families Florida (HFF) funds if the purchase price was $1,000 or more **OR** has a life expectancy of one year or longer. The exception is the purchase of technology. All computers/technology must be listed even if the cost is below $1,000.

Any technology or items that were purchased with funds from the Operating Capital Outlay category must be listed on Attachment 29 - Property Inventory and Disposal Form. If technology items were donated to the HFF project they can also be listed on the document. HFF grant funded purchases may not be deleted from this inventory.

OPFF reserves the right to retrieve any and all equipment, furniture or other items purchased with HFF grant funds provided through the subcontract at the termination of the subcontract.

Attachment 29 - Property Inventory and Disposal Form can be found on the HFF Website http://www.healthyfamiliesfla.org in the Resource Library in the "Contract Related Forms" or contact the contract specialist. The draft Property Inventory is due to the HFF contract specialist by May 22nd and the final Property Inventory is due by June 23rd.

This list must include:

- Approved IRR Number
  - If purchased before IRR requirements, use grey to shade the cell
- Property /Inventory number (required for all items purchased with HFF grant funds)
- Description of property (Model)
- Serial number
- Acquisition date (Original date purchased)
- Original cost
- Location at time of disposal
- Condition *(E-G-F-P)
- Justification for and method of disposal
- Was this purchased with HFF Grant Funds?
  - If the item was not purchased with HFF Grant funds then indicate "No" in this cell
- Has this item been disposed of (Yes or No)?
  - If requesting disposal indicate "Pending Approval"
  - When approved change to "Yes"
- Disposal date
  - If requesting disposal indicate "Pending Approval"

- When approved change to the date of disposal

If a project plans to dispose of any technology equipment that was purchased with OPFF/HFF grant funds, the project staff must submit a letter on the organization's letterhead and Attachment 29 - Property Inventory and Disposal Form indicating that all computer drives have been wiped clean to protect confidentiality of data, the name of the software or process used for wiping them clean and how many times the software would be run to ensure all confidential information was erased. The last column on Attachment 29 will contain "Pending approval" for items that are requesting disposal. Once approved that will change to the date it was disposed of.

The project must submit the form and letter to the HFF contract specialist. The HFF contract specialist will submit the request and letter to the RES director for review and will notify the project staff upon approval. The equipment may not be disposed of until HFF approval has been granted. The project should follow the process outlined below for how to dispose of property, including technology equipment.

Disposal of Property Purchased with OPFF /HFF Grant Funds

Property shall not be donated to employees for personal use, auctioned or sold. Property may be donated to:

1. Another program within the lead entity, but is required to stay on the HF Property Inventory and held accountable for the items
2. A non-profit organization
3. Taken to a landfill, recycled or hauled away by a pick-up service

Regardless of the disposal method, the project must keep a record for inventory purposes along with appropriate receipts that verify when and how the disposal occurred. Once the equipment has been disposed of, it must continually be carried over to both the "Draft" and "Final" Property Inventory lists.

For additional information or support please contact:
Suzie Godfrey - sgodfrey@ounce.org - 850-488-1752 ext. 104

March 2021

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

May 13, 2021

Ms. Jennifer Ohlsen
Executive Director
Healthy Families Florida
111 N. Gadsden Street, # 200
Tallahassee, FL 32301

Dear Ms. Ohlsen:

The Highlands County Board of County Commissioners strongly supports the Healthy Families Highlands Program. As evidence of our commitment to the success of this program, we have budgeted an estimated total of up to $89,751 as a cash match contribution for the Healthy Families Highlands grant for the upcoming fiscal year 2021-2022.

Additionally, we are furnishing an in-kind contribution match estimated at a dollar value of $72,835. This amount is detailed in the grant budget line items and covers allocated costs of office space, utilities, human resources, budget, purchasing and other administrative oversight supports.

We are pleased to continue our partnership with Healthy Families Florida to provide this essential service to Highlands County families.

Sincerely,

Randy Vosburg

Randal E. Vosburg
County Administrator

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

PRESENTER: **Richard Fleeger, Parks & Facility Superintendent**

SUBJECT/TITLE: **Request approval for Budget Amendment 20-21-095 and Task Order No .2 Contract for Continuing Services with Kimley-Horn & Associates for general engineering and planning services and to pursue state grant funding for the Memorial Park.**

STATEMENT OF ISSUE

Task Order No. 2 Contract for Continuing Services with Kimley-Horn and Associates, Inc. is to pursue services for general engineering and planning for the development of Memorial Park. They will also assist the County in applying for a Florida Recreation Development Assistant Program (FRDAP) Grant for the park. Kimley-Horn will perform these services on a labor fee plus expense basis, with the maximum labor fee of $5,000. Budget amendment 20-21-095 is to transfer funds from Infrastructure Surtax Fund Reserve for Contingency for these services.

Memorial Park will be located off Panther Parkway Circle and Memorial Drive. The park will include parking, children's playground, dog park, restrooms, water fountain, benches and a pavilion. The cost of the park is estimated at $185,000. Two Rest/Bike Repair Stations have been installed at the Panther Circle and the Parkway Circle, with the partnership of the Highlands Pedalers Club donating the Bike Repair Stations.

RECOMMENDED ACTION

Move approval of Budget Amendment 20-21-095 and Task Order No. 2 Contract for Continuing Services with Kimley-Horn & Associates for general engineering and planning services and to pursue state grant funding for the Memorial Park.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. This budget amendment is transferring $5,000 from Cost Center 9990B (Budgetary Expenditure), account 5990 (Reserve for Contingency) to cost Center 6101A (Recreation), account 53100Z (Project Professional Services), Project 20031.

Attachments: 20-21-095 Project 20031 Memorial Trail Head PH 1 Project Services.pdf
20-21-095 Project 20031 Memorial Trailhead Park PH 1 (Reserve).pdf
TASK ORDER #2 - Engineering and Planning Services s.pdf

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **5/18/2021** SUBMITTED BY: **OMB**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **9990B; 6101A**

PROJECT(S) #: **20031** PROJECT TITLE(S): **Memorial Trail Head PH 1** COST CENTER TITLE(S): **Budgetary Expenditure AC/151; Recreation Dept 151**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	9990B	59900	Reserve for Contingency		33,819.01		5,000.00	28,819.01
E	151	6101A	53100Z	Project Professional Services	20031	0.00	5,000.00		5,000.00

REASON: **To appropriate $5,000 for Kimley-Horn's services to put together the application for a grant for Panther Parkway trailhead park.**

OFFICE USE ONLY

OMB RECOMMENDATION:



Approval

Denial

REQUEST # **20-21-095**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

____ ITEM TO ITEM

XX RESERVE

____ BY RESOLUTION

____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

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

FISCAL YEAR 2020-2021

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/20		BEGINNING BALANCE		**$121,000.00**	
10/20/20	10/20/20	20-21-007	($38,166.89)	$82,833.11	To fund the balance of new ambulance Project 18020
01/05/21	01/05/21	20-21-043	12,925.59	$95,758.70	To close out Project 17015 Remodel Probation & Parole Lease
01/05/21	01/05/21	20-21-043	($50,000.00)	$45,758.70	To set aside funding for future SAO building renovations
03/02/21	03/02/21	20-21-056	($2,058.33)	$43,700.37	To fund the insurance proceed shortfall to pay for a rechassis on one of the in-service ambulances
04/06/21	04/06/21	20-21-062	($9,881.36)	$33,819.01	To fund the balance of new playground equipment in projects 20041 and 20042
06/01/21		20-21-095	($5,000.00)	$28,819.01	To fund a consultant to prepare the grant application to procur funds for the Panther Parkway Trailhead Park
REVISED TOTAL:				**$28,819.01**	

CONTINUED ON NEXT PAGE

TASK ORDER NO. 2

CONTRACT FOR CONTINUING SERVICES FOR WORK OF A SPECIFIED NATURE

May 27, 2021

Client: Highlands County Board of County Commissioners

Consultant: Kimley-Horn and Associates, Inc.

Project Name: Engineering and Planning Services

Project Understanding:

Highlands County is requesting a proposal for general engineering and planning services that will assist in the development of a community park at 1040 Memorial Drive. These services will also assist the County in applying for grants that would help construct future park site improvements.

Scope-of-Services:

The tasks identified in the Scope of Services are as follows:

Task 1 – Project Coordination

Kimley-Horn will assist in the scheduling of meetings, the development of timelines, and the development of the grant application.

Under this task, the Consultant will provide the Client with a list of necessary materials that may be in the possession of the Client or another consultant of the Client. Consultant will review with the Client the timeliness of the receipt of materials requested. It is understood that if materials are required, and not provided by the Client in a timely manner, the Consultant may not be able to complete and submit the grant to the relevant agency, or organization by the application deadline.

Task 2 – Grant Application Development

Kimley-Horn will assist in the refinement and/or creation of the necessary materials needed to represent the County's proposed community park project such as a newspaper advertisement(s), boundary map, location map and directions, and opinion surveys.

Task 3 – Grant Application Submittal, Evaluation, and Award Monitoring

The Consultant will rely upon the appropriate Client representative as the responsible party for signing documents in an expeditious manner in order to meet application deadlines.

Consultant or Client will submit the grant application to the required agency and/or organization in the method required under the grant.

Consultant will monitor the evaluation process of the agency or organization and apprise the Client of status of award notifications.

Fees:

Kimley-Horn will perform the services in Tasks 1-3 on a labor fee plus expense basis with the maximum labor fee shown below.
Maximum Labor Fee – $5,000

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our Contract for Continuing Services for Work of a Specified Nature between HIGHLANDS COUNTY (the Client) and Kimley-Horn and Associates, Inc. dated March 16, 2021. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Compensation:

In accordance with the Contract for Continuing Services for Work of a Specified Nature between HIGHLANDS COUNTY (the COUNTY) and Kimley-Horn and Associates; Inc. (the CONSULTANT) dated March 16, 2021, and the Highlands County Purchasing Manual, (Section 3- Procurement Procedures, 10.10, (S)(c), Subsection 50.30), these services will be performed for a fixed fee identified in the fee section above for the associated tasks. Invoices will be sent monthly based on the CONSULTANT's estimate of proportion of contract tasks completed.

Period of Service:

Upon binding execution by both parties, Task Order No. 2 becomes an attachment to and a permanent part of the Contract for Continuing Services between the COUNTY and the CONSULTANT dated March 16, 2021. The purpose of this Task Order is to define the specific services required of the CONSULTANT regarding the future projects listed above. It further defines the amount and method(s) of compensation for such services. In accordance with Florida Statutes Section 287.055 {2)(g), the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outlined in the Contract for Continuing Services.

Information Provided by Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the COUNTY or the COUNTY'S consultants or representatives. The COUNTY shall provide all information requested by Kimley-Horn during the project as necessary and in support of the

project including but not limited to the COUNTY's Geographic Information System (GIS) data, concept plan, and survey.



Mark E. Wilson, PE
Principal

Date

Commissioner Scott Kirouac
BOCC Chair

Date

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

PRESENTER: **Lucy Castillo, Housing Programs Coordinator**

SUBJECT/TITLE: **Request Approval for Budget Amendment 20-21-099 to realign accounts to provide for SHIP program expenses.**

STATEMENT OF ISSUE

The State Housing Initiatives Partnership (SHIP) is funded by the State of Florida Housing Trust Fund which derives its revenues from documentary stamp fees resulting from real estate transactions. State funds are distributed to Florida Counties based upon population. No revenue from local ad valorem taxes is used for these purposes.

Budget Amendment 20-21-099 is being proposed to realign funds within project 18366 SHIP Phase 27 in the amount of $10,000.00 within the current Board approved budget to accomplish strategies of the SHIP program.

RECOMMENDED ACTION

Move to approve Budget Amendment 20-21-099 to realign SHIP accounts within the current Board Budget to provide for SHIP program expenses.

FISCAL IMPACT

There is no fiscal impact to Fund 166 (SHIP) or the overall budget. This budget amendment is realigning $10,000.00 in cost center 5367 (SHIP Program) from account 54911Z (Special Needs Rental) to account 54910Z (Project Rehabilitation).

Attachments: 20-21-099 Proj 18366 SHIP PH 27 SpecNR W Rehab.pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
May 28, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/27/2021** SUBMITTED BY: **Lucy Castillo**

FUND(S): **166** FUND TITLE(S): **SHIP** COST CENTER(S) #: **5367**

PROJECT(S) #: **18366** PROJECT TITLE(S): **SHIP PH 27 FY 19-20** COST CENTER TITLE(S): **SHIP Program**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**166**	**5367**	**54911Z**	**Special Needs Rental Dev**	**18366**	**10,000.00**		**10,000.00**	**0.00**
E	**166**	**5367**	**54910Z**	**Proj. Rehabilitation**	**18366**	**88,250.00**	**10,000.00**		**98,250.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To realign the FY20/21 budget to pay for expenses associated with the SHIP Program.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-099**

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: June 15, 2021

PRESENTER:	**Clinton Howerton Jr., P.E., County Engineer**
SUBJECT/TITLE:	**Request to allow access to the Highlands County Solid Waste Management Center (aka Landfill) from Goolsby, Inc. in order to have access to their neighboring property.**

STATEMENT OF ISSUE

Attached, for your review and approval is a License and Indemnification Agreement granting access to Goolsby's neighboring property through the Highlands County Solid Waste Management Center during Business Hours. The request is due to a portion of their property being inaccessible for delivery of agriculture related material.

RECOMMENDED ACTION

Move to approve the License and Indemnification Agreement that allows access to Goolsby's neighboring property through the Highlands County Solid Waste Management Center during Landfill business hours.

FISCAL IMPACT

No fiscal impact.

Attachments: Goolsby License Indemnity Agreement.SGS.pdf

LICENSE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made by and between the Highlands County, 600 S. Commerce Avenue, Sebring, Florida, 33870 (hereinafter referred to as "COUNTY"), 600 S. Commerce Avenue, Sebring, Florida 33870 and Goolsby, Inc., 1049 Lakeview Drive, Sebring, Florida (hereinafter referred to as "GOOLSBY").

RECITALS

WHEREAS, the COUNTY owns the Highlands County Solid Waste Facility located at 12700 Arbuckle Creek Road, Sebring, Florida 33870 which is adjacent to that property owned by GOOLSBY located at 2170 Triple G Road, Sebring, Florida 33870; and

WHEREAS, GOOLSBY has requested to enter the COUNTY's property for the purpose of accessing its adjacent property to facilitate the delivery of certain materials to the property; and

WHEREAS, GOOLSBY has agreed to provide and maintain certain improvements to the COUNTY property in order to accommodate its request; and

WHEREAS, the parties have determined that it is in their mutual best interest to enter into this Agreement related to liability stemming from GOOLSBY's continued use of the COUNTY property.

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

WITNESSETH:

1. **TERM AND TERMINATION.** The term of this license shall be for a period of five (5) years from the date of execution by the COUNTY and shall terminate immediately thereafter unless further extended by written instrument executed by both of the parties. Either party may terminate this Agreement given thirty (30) days written notice. During the initial five (5) year term of this Agreement, the County may only terminate for cause. Cause for termination shall mean failure of GOOLSBY to comply with any provision of this Agreement, including but not limited to, failure to maintain the access gate or over-burdening the access road by increasing the use of the same beyond that permitted pursuant to the license granted hereby.

2. **LICENSE.**

   A. The COUNTY hereby grants GOOLSBY a license to install and maintain an access gate as depicted on **Exhibit "A"** attached hereto, for the sole purpose of accessing its property from the

County's adjacent property to allow for the delivery certain materials to the GOOLSBY property. The access gate will be locked, with a mechanism controlled by the COUNTY and with no keys provided to GOOLSBY. The access gate, other than the locking mechanism, shall be maintained by GOOLSBY so that the same is fully functioning, has a professional appearance and is free of rust, rot, deterioration or other corrosion, at all times during the term of this Agreement.

B. The COUNTY hereby further grants GOOLSBY a license to utilize the Landfill Road located on the COUNTY's property as depicted on **Exhibit "A"** attached hereto for the sole purpose of ingress and egress to the access gate.

C. It is anticipated that GOOLSBY will use the access road and gate for delivery of not more than Twenty (20) loads of material annually.

D. All deliveries shall be conducted during normal hours of operation of the Highlands County Solid Waste Facility. GOOLSBY shall coordinate all such deliveries with the COUNTY by providing Forty-eight (48) hours notice, to the County's Landfill Manager through the contact information provided from time to time by the COUNTY.

E. In the event GOOLSBY needs to utilize the access road and gate for the delivery of more than Twenty (20) loads of material annually, the parties will work together to amend this agreement to accommodate any negative impacts to the COUNTY's access road caused by GOOLSBY's use of the same.

3. **COUNTY RIGHTS.** The COUNTY shall have the right to utilize the access gate installed by GOOLSBY if necessary in an emergency situation to provide COUNTY services, including but not limited to emergency services, to the GOOLSBY property.

4. **LIMITATION OF GOOLSBY RIGHTS AND APPROVALS.** This Agreement shall in no way be construed as granting any development rights or as approving a certain use being made of the GOOLSBY property and shall in no way circumvent any permitting processes required by the COUNTY or any other government entity with jurisdiction over the operations on the GOOLSBY property. Any and all such zoning and/or development related authorizations and/or permit approvals shall be the sole responsibility of GOOLSBY.

5. **INDEMNIFICATION.** GOOLSBY hereby agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, which are in

any way related to the license granted hereunder, GOOLBY's entry onto the COUNTY's property and/or the installation and/or maintenance of the access gate being installed by GOOLSBY on the COUNTY's property. GOOLSBY agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from or in any way related to the license granted hereunder including any appeals. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement. GOOLSBY waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law. Furthermore, GOOLSBY hereby waives all claims of any type, stemming from or related to the license granted hereunder, against the COUNTY and/or its officers, directors, employees, agents, and the like, for injury to persons, damage to property or to any other interests of GOOLSBY, on behalf of itself and any person or entity claiming damages through GOOLSBY.

6. **NOTICE.** Notice to either party related to this Agreement, other than the required notice by GOOLSBY for delivery coordination as set forth hereinabove, shall be to the addresses listed above.

7. **INSURANCE.** At all times during the term of the Agreement, GOOLSBY shall maintain general liability insurance, of the type and kind acceptable to the COUNTY, which shall list the COUNTY as an additional insured. Before the commencement of any use by GOOLSBY as contemplated by this Agreement, GOOLSBY shall provide the necessary certificates of insurance to the COUNTY.

8. **VENUE/JURY TRIAL/APPLICABLE LAW.** The Parties agree and understand that any dispute arising from under this Agreement shall be heard in the appropriate Court of Highlands County, Florida. The Parties hereby waive any right to trial by jury and each party hereby agrees to bear its owns costs of litigation, up to and including appeals and attorney's fees. The appropriate law to be applied in any such cause of action is the law of the State of Florida.

9. **ASSIGNMENTS OR TRANSFERS.** This Agreement may not be sold, assigned or transferred by the GOOLSBY without the express written

approval of COUNTY, which approval shall not be unreasonably withheld or delayed. Upon COUNTY's consent, GOOLSBY will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

10. **MODIFICATION.** The Covenants, terms, and conditions set forth in this Agreement may be modified, only by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or conditions of this Agreement and any written amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

11. **JOINT AUTHORSHIP.** This Agreement is the product of both parties and shall be construed as resulting from joint negotiation and authorship.

Effective this _____ day of _____, 2021.

HIGHLANDS COUNTY

_____
Scott Kirouac, Chairman
Placid Lakes Special Benefit District

ATTEST:

_____
Jerome Kaszubowski

GOOLSBY, INC.

_____
Joan Goolsby, President

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Joan Goolsby, as President, of Goolsby, Inc., who personally swore or affirmed that she is authorized to execute this Agreement and bind the corporation, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2021.

(stamp) _____
NOTARY PUBLIC, State of Florida

EXHIBIT "A"
Aerial Map



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

PRESENTER: **Melony Culpepper, Planning and Zoning Manager**

SUBJECT/TITLE: **Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-21-587SS, for approximately 9.42 acres, from Commercial (C) to High Density Residential (RH).**

STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for an approximate 9.42-acre parcel to change the Future Land Use Map from Commercial (C) to High Density Residential (RH). The parcel is covered with native vegetation and vacant of structures. The Applicant is proposing to utilize the property for future multi-family development.

There is a companion request for a zoning change from Limited Business District (B-2) and Business District (B-3) to Multiple-Family Dwelling including Motel and Hotel District (R-3), P&Z 2078.

The Planning and Zoning Commission recommended approval of CPA-21-587SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance, CPA-21-587SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 9.42 acres, from Commercial (C) to High Density Residential (RH), and transmit CPA-21-587SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-21-587SS for BCC Mary Lou Levingston Estate.pdf
Application CPA-21-587SS - Mary Lou Levingston Estate.pdf
Ordinance CPA-21-587SS.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 6/15/2021
Case Number: CPA-21-587SS	**Case Name:** Mary Lou Levingston Estate
Agent: John Sprenkle	**Property Owners:** Mary Lou Levingston Estate
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Request: Change the Future Land Use Map (FLUM) for an approximate 9.42-acre parcel, from Commercial (C) to High Density Residential (RH)

General Location: An approximate 9.42-acre parcel located approximately 0.5 miles east of Lake Jackson, 1.3 miles north of US 27, and 0.12 miles south of Kenilworth Blvd., on the east side of Sebring Parkway; the address being 1750 S. Highlands Avenue

PARCEL ID: C-33-34-29-080-0000-0150

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance, CPA-21-587SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 9.42 acres Commercial (C) to High Density Residential (RH), and transmit CPA-21-587SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-21-587SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 9.42 acres Commercial (C) to High Density Residential (RH), and transmit CPA-21-587SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the May 11, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "E. HEARING NUMBER CPA-21-587SS – MARY LOU LEVINGSTON ESTATE – C/O JOHN SPRENKLE** An approximate 9.42-acre parcel located approximately 0.5 miles east of Lake Jackson, 1.3 miles north of US 27, and 0.12 miles south of Kenilworth Blvd., on the east side of Sebring Parkway;

the address being 1750 S. Highlands Avenue, Sebring, Florida; and abbreviated legal as follows: An approximate 9.42-acre parcel located in Section 33, Township 34 South, Range 29 East, Highlands County, Florida.

The Applicant is requesting a small-scale plan amendment from Commercial (C) to High Density Residential (RH). Mr. Roberts read the request; Mrs. Culpepper and Mr. Cliff Rhoades presented the request. There were no letters received; no one spoke in favor of or against the request.

Motion by Mrs. Hunnicutt and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-21-587SS, amending the Future Land Use Element and the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 9.42 acres from Commercial (C) to High Density Residential (RH), referencing the mandatory findings of fact, and transmitting CPA-21-587SS to the Florida Department of Economic Opportunity for expedited state review.

Upon roll call, all members voted yes. **Motion carried 7-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Future Land Use Map of an approximate 9.42-acre parcel, from C to RH.

The parcel is covered with native vegetation and vacant of structures. The Applicant is proposing to utilize the property for future multi-family development.

There is a companion request for a zoning change from Limited Business District (B-2) and Business District (B-3) to Multiple-Family Dwelling including Motel and Hotel District (R-3), P&Z 2078.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	C	B-2/B-3
Adjacent Property to the North	Single-family dwellings/ Vacant	City of Sebring Medium Density Residential (S RM)/ Downtown Mixed Use (S DMU)	City of Sebring Two-Family Dwelling District (S R-2)
Adjacent Property to the South	County temporary material stockpile	C	Residential District (R-1)

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the East	Single-family dwellings	S RM	S R-2
Adjacent Property to the West	Sebring Parkway/ Railroad/Vacant	Industrial (I)	Industrial District (I-2)

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policy: 1.1, General Growth Management Strategy; Policies 1.2.D.4, High Density Residential (RH) and 1.2.D.7, Commercial (C).

Zoning…Highlands County Land Development Regulations (LDRs): Sections 12.05.213: Multiple-Family Dwelling including Motel and Hotel District (R-3), 12.05.241: Limited Business District (B-2) and 12.05.242: Business District (B-3).

4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:

Future Land Use Element

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

A.1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;

A.2. Allow and encourage compatible infill development wherever properties are already served by public infrastructure, but not utilized at the most suitable density and/or intensity or type of land use in relation to surrounding development;

B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County.

Infrastructure Element

Objective 6: Provide Sufficient Potable Water to Residential and Nonresidential Users Within Water Service Areas Consistent with the Water Supply Facilities Work Plan:

Policy 6.5, Mandatory Connection to Central Water System:

B. The County shall require that all new development and redevelopment containing dwelling units on lots smaller than one (1.0) gross acre in size to provide potable water as follows:

1. Multi-Family Developments (regardless of parcel size) and subdivisions with lots less than 1 acre in size shall be required to:

a. Connect to an existing system

5. Department Analysis and Comments of Petitioner's Proposal:

5.A. The Departments, Divisions, and Agencies listed below provided comments as follows:

Engineering Department: Approved with conditions. At the time of development, the Applicant shall undergo the development review process, and additional requirements may be identified at that time.

Zoning Division: The staff has no objection to this request.

Florida Department of Health: No objection.

5.B. The following Departments, Divisions, and Agencies offered no comment: Florida Department of Environmental Protection.

5.C. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, Highlands County Fire Rescue, and Highlands County Natural Resources.

6. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

6.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 125 and 140 feet.
2. **Soils:** The soil underlying the site is *Astatula Sand and Astatula-Urban Land Complex, 0 to 8% slopes.* The available water capacity is very low, with a very rapid permeability. These soils are nearly level to moderately sloping, and excessively drained.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site is covered with native vegetation.

6.B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Commercial.
3. **Proposed FLUM Designation:** The proposed FLUM designation is High Density Residential.
4. **Current FLUM Population Intensity:** The current FLUM allows a maximum of 0.80 FAR.
5. **Proposed FLUM Population Density:** The proposed FLUM allows a maximum of 12 dwelling units per acre. The parcel would currently carry a potential population yield of 254.25 persons; 12 x 9.42 acres = 113.04 dwelling units; 113 dwelling units x 2.25 persons = 254.25 persons.
6. **The Applicant's proposed development program:** The Applicant is proposing to use the site for residential purposes.

6.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0231C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

6.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.

4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Sebring Parkway. The development will require internal traffic circulation for the dwelling units.
5. **Railroad Access:** The site is located across the street from South Central Florida Express railroad tracks.
6. **Recreation:** The proposed development will require approximately 2.6 acres for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

6.E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

6.F. Schools: The permitted uses within the High Density Residential Future Land Use designation will generate student impacts to the school district; school concurrency **is** required.

6.G. Airports: The subject property is located approximately 9.3 miles southeast of the Avon Park Executive Airport and 5 miles northwest of the Sebring Regional Airport.

6.H. Fundamental Planning Analysis ref. Comprehensive Plan:
Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* The site is located in an urbanized area with other residential uses. The site access will be directly off of the Sebring Parkway. The proposed use will not adversely impact the natural resources or ecosystems. All required permits from appropriate agencies will need to be obtained prior to development.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The future development will be able to connect to existing central potable water and wastewater systems. Fire services and law enforcement are already available. Furthermore, the site is conveniently located near local schools.

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* The property is located adjacent to an existing sidewalk on the Sebring Parkway. This sidewalk provides walkability to local businesses and schools.

(4) *Promotes conservation of water and energy:* The property is located in an urbanized area, conveniently located near local schools and businesses. Building near local schools and businesses will allow walkability, conserving fuel.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* The property is located in an urbanized area and will not impact agricultural areas and activities, thus preserving them.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* The future development will be required to provided recreation for the residences.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* This indicator is not applicable.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

7. Mandatory Findings of Fact:

Use Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed Small Scale Comprehensive Plan Amendment.

Historical and Archaeological Clearance: The proposed Small Scale Comprehensive Plan Amendment **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners approve and adopt by Ordinance, CPA-21-587SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 9.42 acres Commercial (C) to High Density Residential (RH), and transmit CPA-21-587SS to

the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Proposed Future Land Use Map
Exhibit 5: Site Photographs

Exhibit 1:

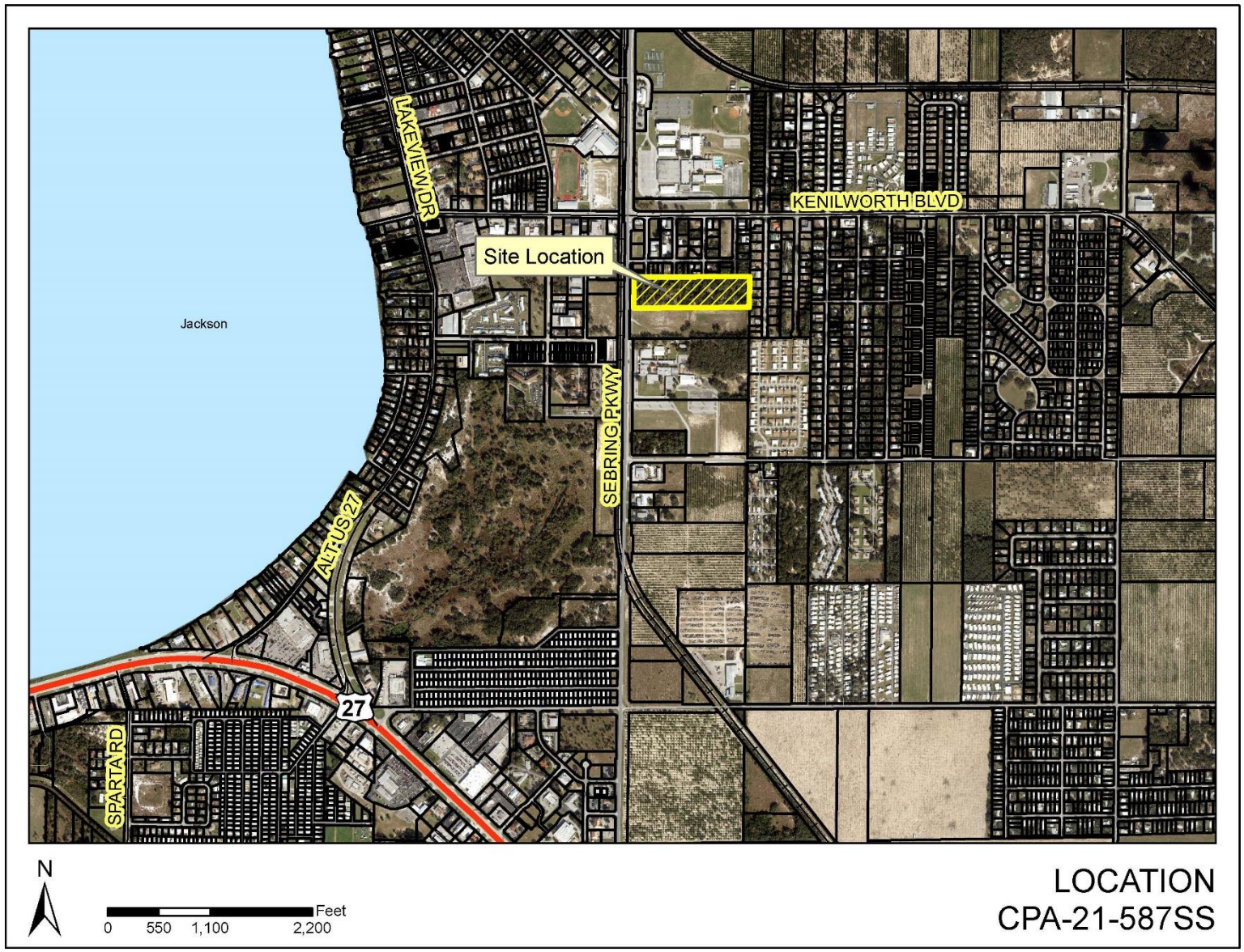

LAKEVIEW DR
KENILWORTH BLVD
Site Location
Jackson
SEBRING PKWY
ALT US 27
27
SPARTA RD
N
0
550
1,100
2,200
Feet
LOCATION
CPA-21-587SS

Exhibit 2:


KENILWORTH BLVD
SEBRING PKWY
Site Location
N
0
115
230
460
Feet
AERIAL
CPA-21-587SS

Exhibit 3:

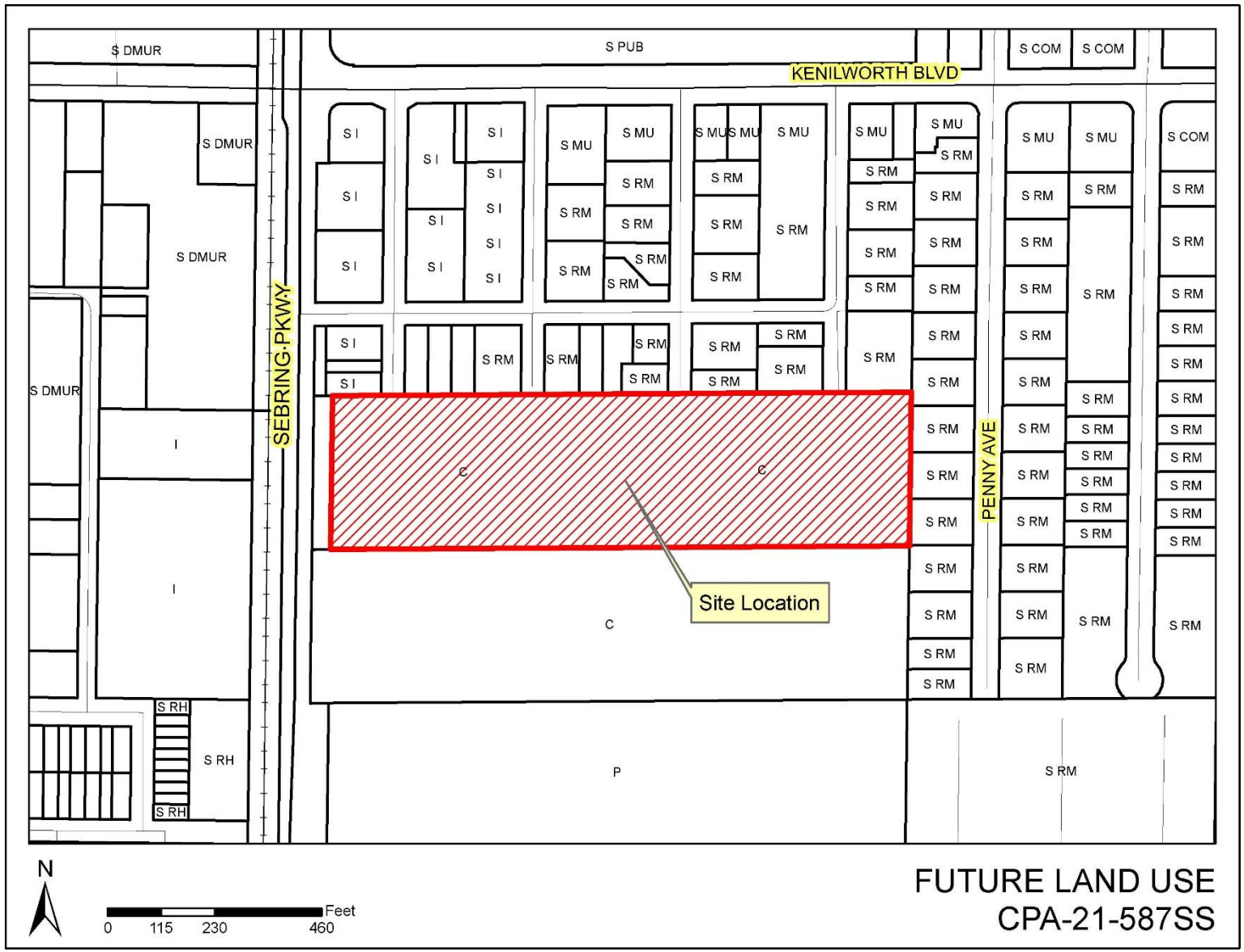

S DMUR
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Site Location
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Feet
FUTURE LAND USE
CPA-21-587SS

Exhibit 4:

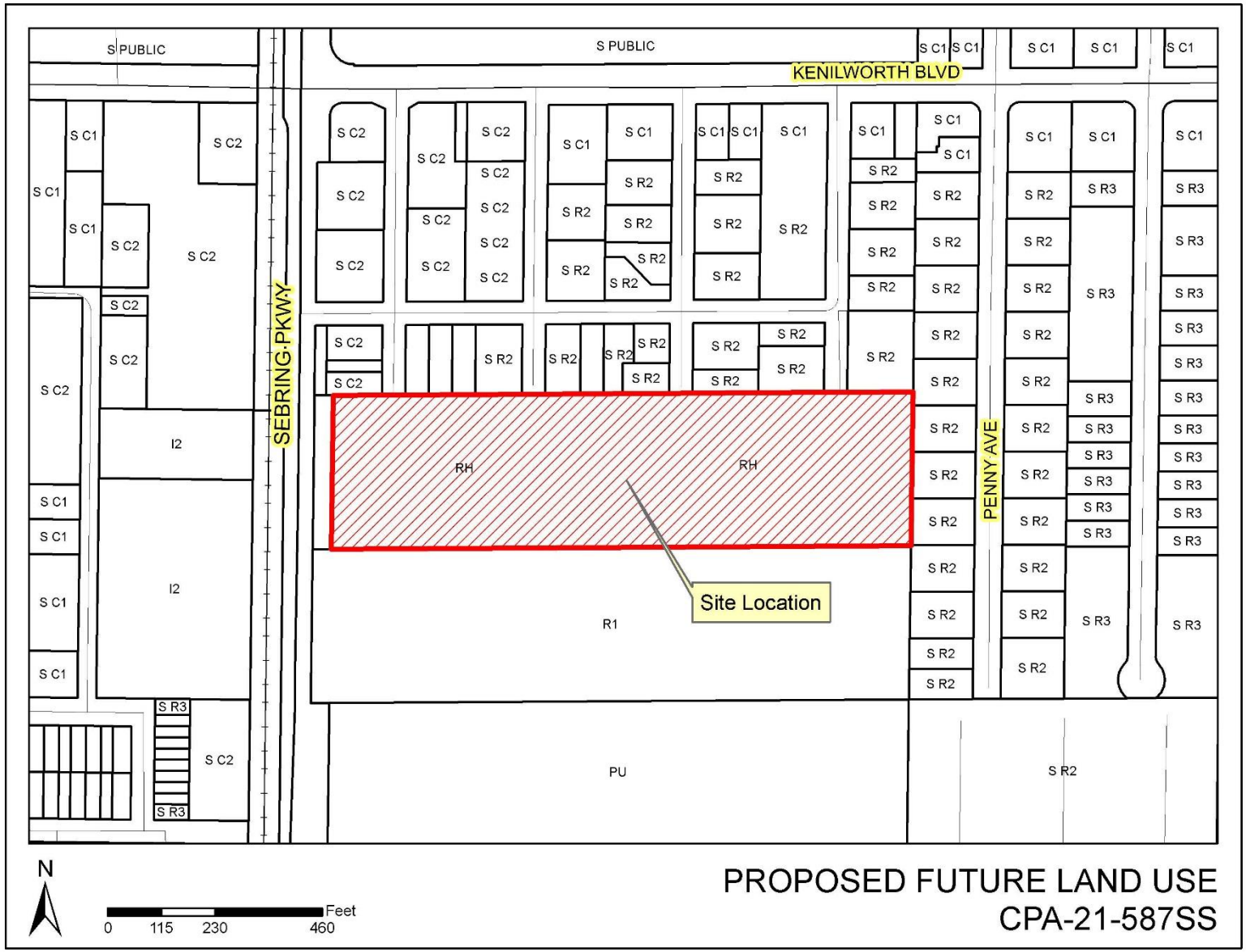

S PUBLIC
S PUBLIC
KENILWORTH BLVD
SEBRING PKWY
PENNY AVE
RH
RH
Site Location
R1
PU
I2
I2
S C1
S C2
S R2
S R3
N
0
115
230
460
Feet
PROPOSED FUTURE LAND USE
CPA-21-587SS

Exhibit 5:





Highlands County, Florida
Comprehensive Plan Amendment Application
Small Scale Comprehensive Plan Map Amendment (20 acres or less)

Change from: C Change to: R-H

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

.....

STAFF USE ONLY: 21030011

Case Number: CPA-21-2-587SS **Date of Application:** 3/17/2021

Amount of Fee: $ 1,500 **Tax Map No.:** 90C

Hearing Dates: P&Z 5/11/2021 BOCC 6/15/2021

.....

This application has been reviewed for completeness and determined sufficient.

Melony Capps 3/24/2021
Signed: Planning Supervisor **Date**

.....

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-33-34-29-080-0000-0150 **STRAP No. C-**__-__-__-__-__-__-__

STRAP No. C-__-__-__-__-__-__-__ **STRAP No. C-**__-__-__-__-__-__-__

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.
   Print Name(s): Gerald Entel, Suzanne Entel, Lorene K. Brown, Individually and as Personal rep., Estate of Mary Lou Levinston

   Mailing Address: c/o Lorene K. Brown-4170 N Course Lane, Avon Park, FL 33825

   Daytime Telephone No. ( ) _____ **E-Mail Address:** _____

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   Print Name: John Sprenkle

   Mailing Address: 7 John Street, Tamaqua, PA 18252

   Daytime Telephone No. (863) 840-0644 **E-Mail Address:** jfsprenkle@gmail.com

NOTARIZED AUTHORIZATION:

- ❑ If the Applicant is not the Owner of the property, a written, notarized authorization from each Owner must be provided with this application – use Form A, attached. Property Owner authorization is required. If the Property Owner withdraws permission at any point during the review and approval process, the application is considered null and void.

- ❑ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved: The plan would allow for high density residential designation to allow applicant to develop an apartment complex.

4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.
   a. Goal(s) _____
   b. Objective(s) FLU Element Objective 1. Growth Management Strategy.
   c. Policy(ies) 1.1, A.1

PROPERTY INFORMATION:

5. **Legal Description(s) of Property Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description: complete description including section, township and range. Lakeview Park Tract TB-PG 11 Pringle Lot 15-Less RD R/W 9.42 Acres M/L

6. **Street Address(es) of Property Covered by the Application**: 1750 South Highlands Ave, Sebring, FL 33870

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable**: N/A

8. **Existing Zoning District:** B-2-B-3 **Existing Future Land Use Classification:** C

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc. Vacant

10. **Are there existing structures on the property?** [ ] **Yes** [X] **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other) _____

    If multiple units, the number of dwellings per building: _____

11. **Existing Property Information:** Size of Property (width) 330.14 feet, (depth) 1243.63 feet, road frontage 320.12 feet, water frontage N/A feet, **Total acres:** 9.42

If different from the total acreage, the developable portion is _____ +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** [ ] **Yes** [X] **No**

13. **Vesting:** Is the property vested for specific property rights? [ ] **Yes** [X] **No** **If yes,** explain:

_____

14. **Current Uses on the Adjacent Properties:**

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	SRF-Vacant	SRM	SR-2
South	Vacant	Commercial	R-1
East	Single Family-Residence	SRM	R-1
West	Vacant	Industrial	I-2

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** 113 units

16. **Residential Density:** The proposed density is 12 ___ units per acre.

17. **Intensity:** The proposed intensity is _____ square feet at ____ Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. [X] **Yes** [ ] **No**
If yes, the potable water system requirements will be accommodated by the Sebring water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. [X] **Yes** [ ] **No**
If Yes, the wastewater treatment system requirements will be accommodated by the City Of Sebring system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

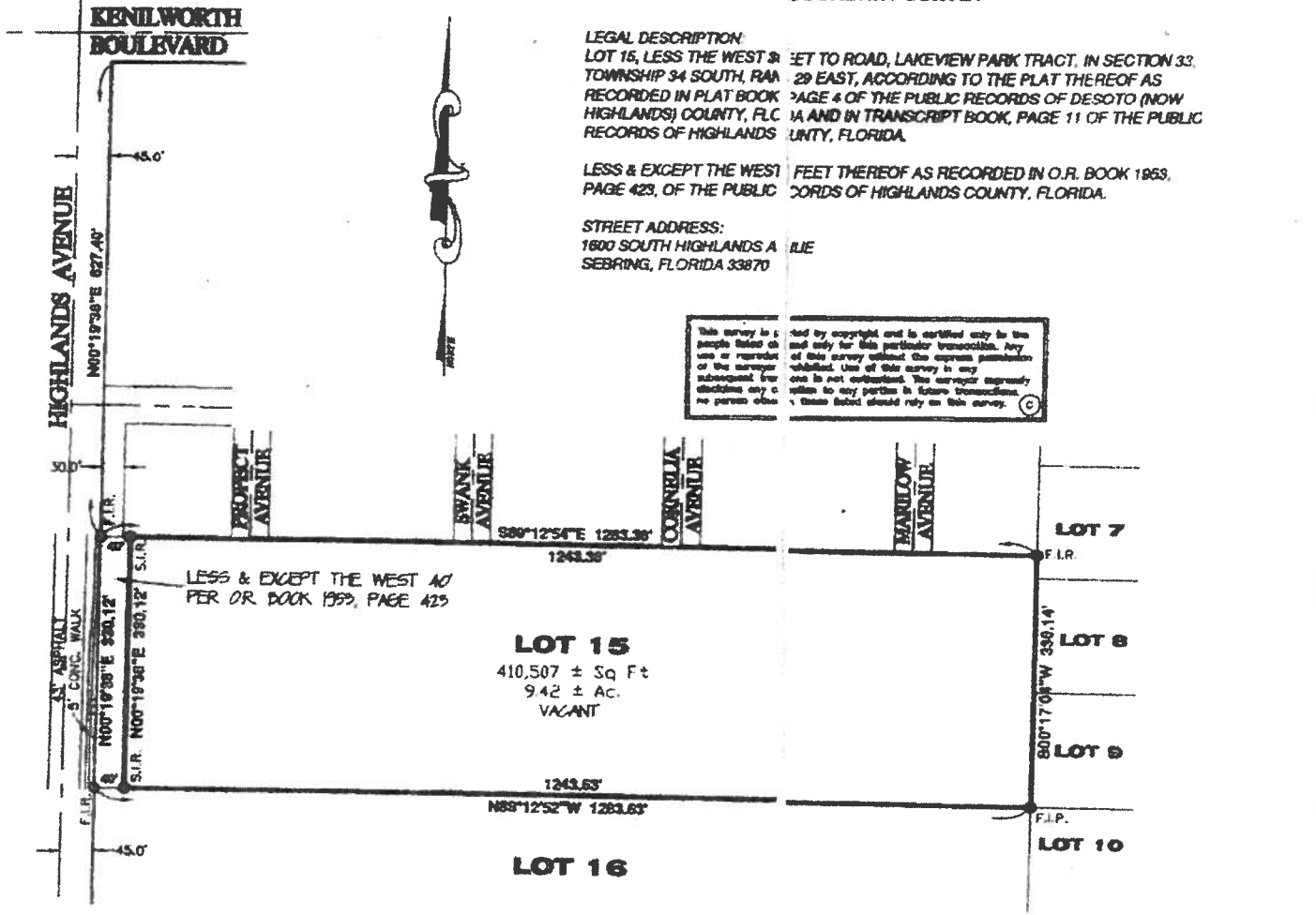
H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

END OF APPLICATION

ATTACHMENTS:

1. Owner's Affidavit(s) or Corporate Affidavit ✓
2. Agent's Affidavit(s)
3. Notarized authorization from each owner, as applicable (Form A) ✓
4. Notarized authorization for agent to submit petition, as applicable (Form B) ✓
5. Public Utility Information Request Sample Letter
6. Public School Information Request Sample Letter
7. Application Due Dates
8. Fee Schedule

Lot 15, LESS the West 30 Feet to Road, Lakeview Park Tract, in Section 33 Township 34 South, Range 29 East, according to the Plat thereof as recorded in Plat Book 3, Page 4 of the Public Records of DeSoto (now Highlands) County, Florida and in Transcript Book, Page 11 of the Public Records of Highlands County, Florida.



BOUNDARY SURVEY

LEGAL DESCRIPTION:
LOT 15, LESS THE WEST ... ET TO ROAD, LAKEVIEW PARK TRACT, IN SECTION 33, TOWNSHIP 34 SOUTH, RAN ... 29 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK ... PAGE 4 OF THE PUBLIC RECORDS OF DESOTO (NOW HIGHLANDS) COUNTY, FLO ... A AND IN TRANSCRIPT BOOK, PAGE 11 OF THE PUBLIC RECORDS OF HIGHLANDS ... UNTY, FLORIDA.

LESS & EXCEPT THE WEST ... FEET THEREOF AS RECORDED IN O.R. BOOK 1959, PAGE 423, OF THE PUBLIC ... CORDS OF HIGHLANDS COUNTY, FLORIDA.

STREET ADDRESS:
1600 SOUTH HIGHLANDS A ... LIE
SEBRING, FLORIDA 33870

This survey is ... ed by copyright and is certified only to the people listed ... and only for this particular transaction. Any use or reproduction ... of this survey without the express permission and written ... subsequent, for ... use is not authorized. The surveyor expressly disclaims any ... duties to any parties in future transactions. ... Those listed should rely on this survey. ©

GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
... CORPORATE LICENSE (#####)

LEGEND

CATCH BASIN	SIGN
MITERED END	CLEANOUT
EXISTING WELL	LIGHT POST
ELECTRIC BOX	MONITORING WELL
FIRE HYDRANT	WATER VALVE
TELEPHONE BOX	WATER METER
UTILITY POLE	METER POLE
UTILITY POLE WITH GUY ANCHOR	
CABLE TELEVISION BOX	
STORM DRAIN MANHOLE	
SANITARY SEWER MANHOLE	

JOB#:	100-07	SCALE: 1"=100'
DATE:	3/22/07	DRAWN BY: BAM
TASK:	001	CHECKED BY: GLG

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER MY SUPERVISION, IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G-17, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS. SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAYS, SETBACK LINES, UNDERGROUND UTILITIES, RESTRICTIONS AND ... RESTRICTIONS.

PROFESSIONAL LAND SURVEYOR AND MAPPER
GARY L. GERMAINE
FLORIDA CERTIFICATE #####

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED VALID.

GENERAL NOTES:

1) E.I.R. SET IRON ROD WITH CAP #LS 3####.
2) F.I.R. FOUND IRON ROD.
3) F.I.P. FOUND IRON PIPE.
4) S.C.M. SET 4" X 4" CONCRETE MONUMENT.
5) F.C.M. FOUND CONCRETE MONUMENT.
6) P.C.P. PERMANENT CONTROL POINT.
7) S.N.D. SET NAIL & BRASS DISK STAMPED "PLS #####"
8) F.N.D. FOUND NAIL & DISC.
9) P.O.B. POINT OF BEGINNING.
10) P.O.C. POINT OF COMMENCEMENT.
11) CONC. CONCRETE.
12) (P) AS RECORDED ON PLAT.
13) (D) AS RECORDED ON DEED.
14) (F) AS DETERMINED IN FIELD.
15) (FND) FOUND MEASUREMENT.
16) O.H.W. OVER-HEAD WIRES.
17) B.W.F. BARBED WIRE FENCE.
18) C.B.S. CONCRETE BLOCK STRUCTURE.
19) C.L.F. CHAIN LINK FENCE.
20) W.F. WOOD FENCE.
21) THIS SURVEY PREPARED FROM LEGAL DESCRIPTION PROVIDED AND IS NOT A CERTIFICATE OF TITLE.
22) BEARING SYSTEM BASED ON THE CENTERLINE OF HIGHLANDS AVENUE AS BEING N00°19'38"E.

REVISIONS

1	
2	

SHEET 1 OF 1

\Drawings\ALAU BKUAN\ACAD Drawings\100-07.dwg, 11X17, 3/22/2007 11:48:22 AM

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Michael Averyt, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
averytm@highlands.k12.fl.us

School Board of Highlands County
School Capacity Planning Tool for Comprehensive Plan Amendments

March 17, 2021

John Sprenkle

School Year of Analysis: **2020/2021**

Proposed Development:
Applicant: John Sprenkle
Location (map attached): 1750 S Highlands Avenue, Sebring, FL 33870 C-33-34-29-080-0000-0150

School Attendance Zones:
Elementary: **Fred Wild Elementary**
Middle: **Sebring Middle**
High: **Sebring High**

Proposed Dwelling Units: **113** Single Family _____Mobile Home ___ Multi-Family
Propose build out year: **Unknown**
Proposed Phasing if applicable:

2018 Student Generation Rates by Dwelling Unit Type

Dwelling unit Type	Elementary (K-5)	Middle (6-8)	High (9-12)
Single Family	0.129	0.061	0.074
Mobile Home	0.086	0.041	0.049
Multi-Family	0.080	0.038	0.046

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · **Jan Shoop**, Vice Chairperson
Bill Brantley **Jill Compton Twist** · **Isaac Durrance** ·

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Equal Opportunity Employment and Veteran's Preference Employer

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Michael Averyt, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
averytm@highlands.k12.fl.us

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
Fred Wild Elementary	222.36	0	222.36	14.58	207.78
Sebring Middle	129.68	0	129.68	6.90	122.78
Sebring High	502.76	0	502.76	8.37	494.39

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,

Michael Averyt
Assistant Superintendent of Business/Operations

MA/cd

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · **Jan Shoop**, Vice Chairperson
Bill Brantley **Jill Compton Twist** · **Isaac Durrance** ·

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Equal Opportunity Employment and Veteran's Preference Employer

JOHN SHOOP, MAYOR

COUNCIL:
LENARD CARLISLE, PRESIDENT
CURT IVY, PRO-TEMPORE
TOM DETTMAN
CHARLIE LOWRANCE
MARK STEWART

SEBRING
CITY ON THE CIRCLE

321 N MANGO ST.
SEBRING, FL. 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

February 26, 2021

Reference: 1750 S Highlands Avenue
C-33-34-29-080-0000-0150

Mr. Sprenkle,

Per your request, this letter will serve as official notification from the City of Sebring confirming adequate water and sewer service availability for the above referenced location.

Please let me know if you have any questions or if I may be of any further assistance.

Sincerely,

Cathy Retterer

Cathy Retterer
Administrative Assistant
City of Sebring
Utilities Department

ORDINANCE NO. 20-21-19

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-33-34-29-080-0000-0150; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.3167 empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-33-34-29-080-0000-0150 (Property), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on May 11, 2021, to review the small-scale amendment to the Property, identified by CPA-21-587SS, which proposes a change to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission recommended approval of CPA-21-587SS and adoption of the subject Future Land Use Map amendment; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-21-587SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-21-587SS, is consistent with the goals, objectives and policies of the Plan; and

WHEREAS, the County has determined that Environmental clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map amendment, CPA-21-587SS; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-21-587SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, the County has determined that the Property that is the subject of CPA-21-587SS is not located within an area of critical state concern; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-33-34-29-080-0000-0150 consisting of approximately 9.42 acres and more particularly described as:

> Lot 15, Less the West 30 feet to Road, Lakeview Park Tract, in Section 33, Township 34 South, Range 29 East, according to the Plat thereof as recorded in Plat Book 3, Page 4, of the Public Records of DeSoto (now Highlands) County, Florida and in Transcript Book, Page 11 of the Public Records of Highlands County, Florida.

is hereby changed from "Commercial" to "High Density Residential".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is High Density Residential.

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

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-21-587SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

DONE AND ADOPTED this 15h day of June, 2021.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Scott A. Kirouac, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

PRESENTER:	**Melony Culpepper, Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of P&Z Hearing No. 2078, changing the Official Zoning Atlas for approximately 9.42 acres, from Limited Business District (B-2) and Business District (B-3) to Multiple-Family Dwelling including Motel and Hotel District (R-3).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 9.42-acre parcel, from Limited Business District (B-2) and Business District (B-3) to Multiple-Family Dwelling including Motel and Hotel District (R-3). The parcel is covered with native vegetation and vacant of structures. The Applicant is proposing to utilize the property for future multi-family development.

There is a companion request for a Future Land Use Map Amendment from Commercial (C) to High Density Residential (RH), CPA-21-287SS.

The Planning and Zoning Commission recommended approval of P&Z 2078 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution, P&Z 2078, changing the Official Zoning Atlas for approximately 9.42 acres, from Limited Business District (B-2) and Business District (B-3) to Multiple-Family Dwelling including Motel and Hotel District (R-3), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2078 for BCC Mary Lou Levingston Estate.pdf
Application P&Z 2078 - Mary Lou Levingston Estate.pdf
Resolution P&Z 2078 - Levingston BCC.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 6/15/2021
Case Number: P&Z 2078	**Case Name:** Mary Lou Levingston Estate
Agent: John Sprenkle	**Property Owners:** Mary Lou Levingston Estate
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Request: Rezone an approximate 9.42-acre parcel, from Limited Business District (B-2) and Business District (B-3) to Multiple-Family Dwelling including Motel and Hotel District (R-3)

General Location: An approximate 9.42-acre parcel located approximately 0.5 miles east of Lake Jackson, 1.3 miles north of US 27, and 0.12 miles south of Kenilworth Blvd., on the east side of Sebring Parkway; the address being 1750 S. Highlands Avenue

PARCEL ID: C-33-34-29-080-0000-0150

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution, P&Z 2078, changing the Official Zoning Atlas for approximately 9.42 acres from Limited Business District (B-2) and Business District (B-3) to Multiple-Family Dwelling including Motel and Hotel District (R-3), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2078, changing the Official Zoning Atlas for approximately 9.42 acres from Limited Business District (B-2) and Business District (B-3) to Multiple-Family Dwelling including Motel and Hotel District (R-3), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the May 11, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "F. HEARING NUMBER CPA-21-587SS – MARY LOU LEVINGSTON ESTATE – C/O JOHN SPRENKLE** An approximate 9.42-acre parcel located approximately 0.5 miles east of Lake Jackson, 1.3 miles north of US 27, and 0.12 miles south of Kenilworth Blvd., on the east side of Sebring Parkway; the address being 1750 S. Highlands Avenue, Sebring, Florida; and abbreviated

legal as follows: An approximate 9.42-acre parcel located in Section 33, Township 34 South, Range 29 East, Highlands County, Florida.

The Applicant is requesting a zoning change from Limited Business District (B-2) and Business District (B-3) to Multiple-Family Dwelling including Motel and Hotel District (R-3). Mr. Roberts read the request; Mrs. Culpepper and Mr. Cliff Rhoades presented the request. There were no letters received; no one spoke in favor of or against the request.

Motion by Mrs. Hunnicutt and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2078, changing the Official Zoning Atlas for approximately 9.42-acres from Limited Business District (B-2) and Business District (B-3) to Multiple-Family Dwelling including Motel and Hotel District (R-3), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 7-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 9.42-acre parcel, from B-2 and B-3 to R-3.

The parcel is covered with native vegetation and vacant of structures. The Applicant is proposing to utilize the property for future multi-family development.

There is a companion request for a Future Land Use Map Amendment from Commercial (C) to High Density Residential (RH), CPA-21-287SS.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	C	B-2/B-3
Adjacent Property to the North	Single-family dwellings/ Vacant	City of Sebring Medium Density Residential (S RM)/ Downtown Mixed Use (S DMU)	City of Sebring Two-Family Dwelling District (S R-2)
Adjacent Property to the South	County temporary material stockpile	C	Residential District (R-1)
Adjacent Property to the East	Single-family dwellings	S RM	S R-2

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the West	Sebring Parkway/ Railroad/Vacant	Industrial (I)	Industrial District (I-2)

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policy: 1.1, General Growth Management Strategy; Policies 1.2.D.4, High Density Residential (RH) and 1.2.D.7, Commercial (C).

Zoning…Highlands County Land Development Regulations (LDRs): Sections 12.05.213: Multiple-Family Dwelling including Motel and Hotel District (R-3), 12.05.241: Limited Business District (B-2) and 12.05.242: Business District (B-3).

4. Department Analysis and Comments of Petitioner's Proposal:

4.A. The Departments, Divisions, and Agencies listed below provided comments as follows:

Engineering Department: Approved with conditions. At the time of development, the Applicant shall undergo the development review process, and additional requirements may be identified at that time.

Zoning Division: The staff has no objection to this request.

Florida Department of Health: No objection.

4.B. The following Departments, Divisions, and Agencies offered no comment: Florida Department of Environmental Protection.

4.C. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, Highlands County Fire Rescue, and Highlands County Natural Resources.

Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

5.A. Natural Features Analysis:

1. **Topography: Topography:** The topographic map depicts the subject property as mostly level with an elevation between 125 and 140 feet.
2. **Soils:** The soil underlying the site is *Astatula Sand and Astatula-Urban Land Complex, 0 to 8% slopes.* The available water capacity is very low, with a very rapid permeability. These soils are nearly level to moderately sloping, and excessively drained.
3. **Surface Waters:** The subject parcel has no surface water areas.

4. **Vegetative Cover:** The site is covered with native vegetation.

5.B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Current Zoning Designation:** The site has a zoning designation of B-2 and B-3.
3. **Proposed Zoning Designation:** The proposed zoning designation is R-3.
4. **Current Zoning Intensity:** The current zoning allows a maximum of 0.80 FAR.
5. **Proposed Zoning Density:** The proposed FLUM allows a maximum of 12 dwelling units per acre. The parcel would currently carry a potential population yield of 254.25 persons; 12 x 9.42 acres = 113.04 dwelling units; 113 dwelling units x 2.25 persons = 254.25 persons.
6. **The Applicant's proposed development program:** The Applicant is proposing to use the site for residential purposes.

5.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0231C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

5.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.

4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Sebring Parkway. The development will require internal traffic circulation for the dwelling units.
5. **Railroad Access:** The site is located across the street from South Central Florida Express railroad tracks.
6. **Recreation:** The proposed development will require approximately 2.6 acres for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

5.E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

5.F. **Schools:** The permitted uses within the High Density Residential Future Land Use designation will generate student impacts to the school district; school concurrency **is** required.

5.G. **Airports:** The subject property is located approximately 9.3 miles southeast of the Avon Park Executive Airport and 5 miles northwest of the Sebring Regional Airport.

6. **Mandatory Findings of Fact:**

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners

approve and adopt by Resolution, P&Z 2078, changing the Official Zoning Atlas for approximately 9.42 acres from Limited Business District (B-2) and Business District (B-3) to Multiple-Family Dwelling including Motel and Hotel District (R-3), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map
Exhibit 5: Site Photographs

Exhibit 1:

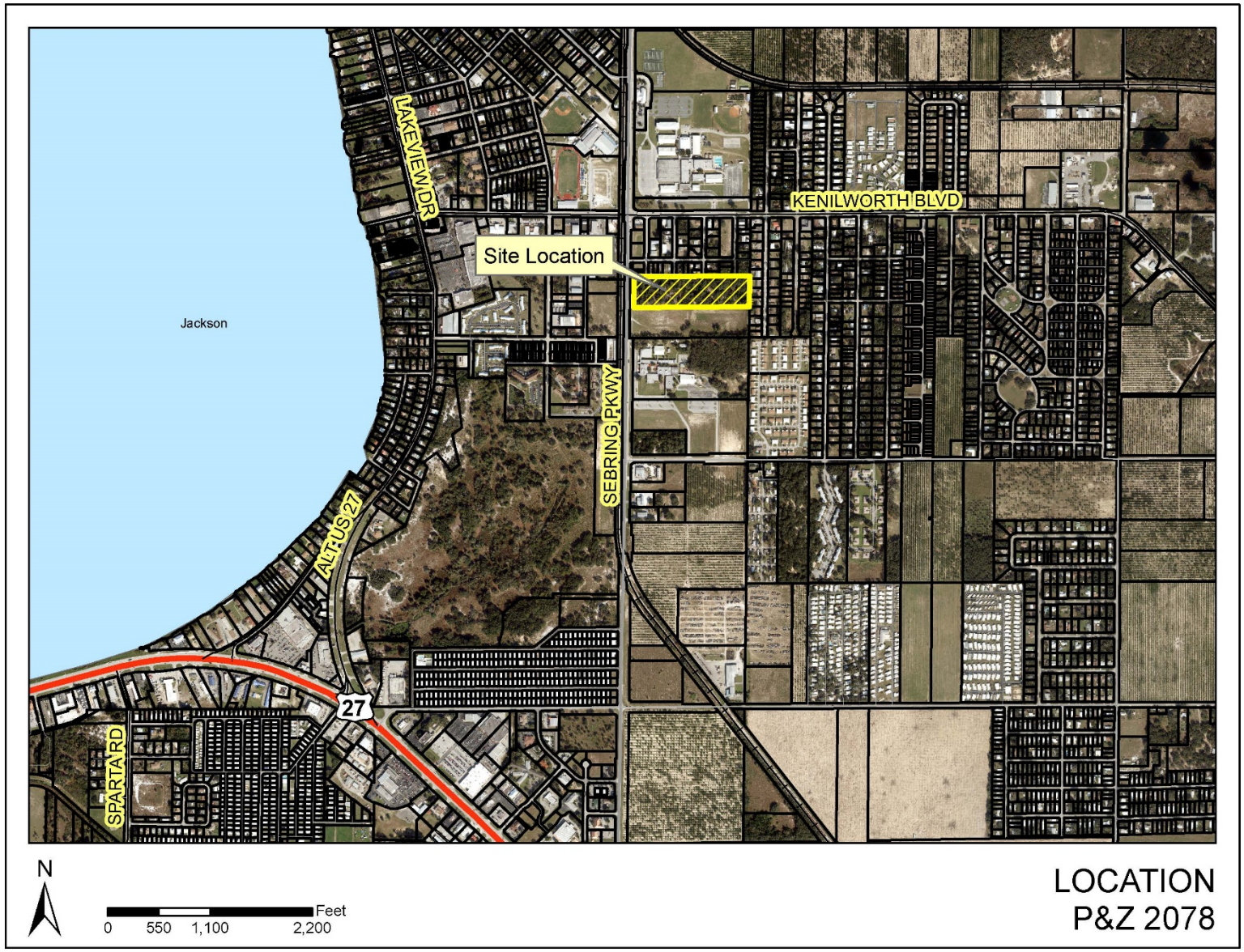

LAKEVIEW DR
KENILWORTH BLVD
Site Location
Jackson
SEBRING PKWY
ALT US 27
27
SPARTA RD
N
0
550
1,100
2,200
Feet
LOCATION
P&Z 2078

Exhibit 2:


KENILWORTH BLVD
SEBRING PKWY
Site Location
N
0
115
230
460
Feet
AERIAL
P&Z 2078

Exhibit 3:

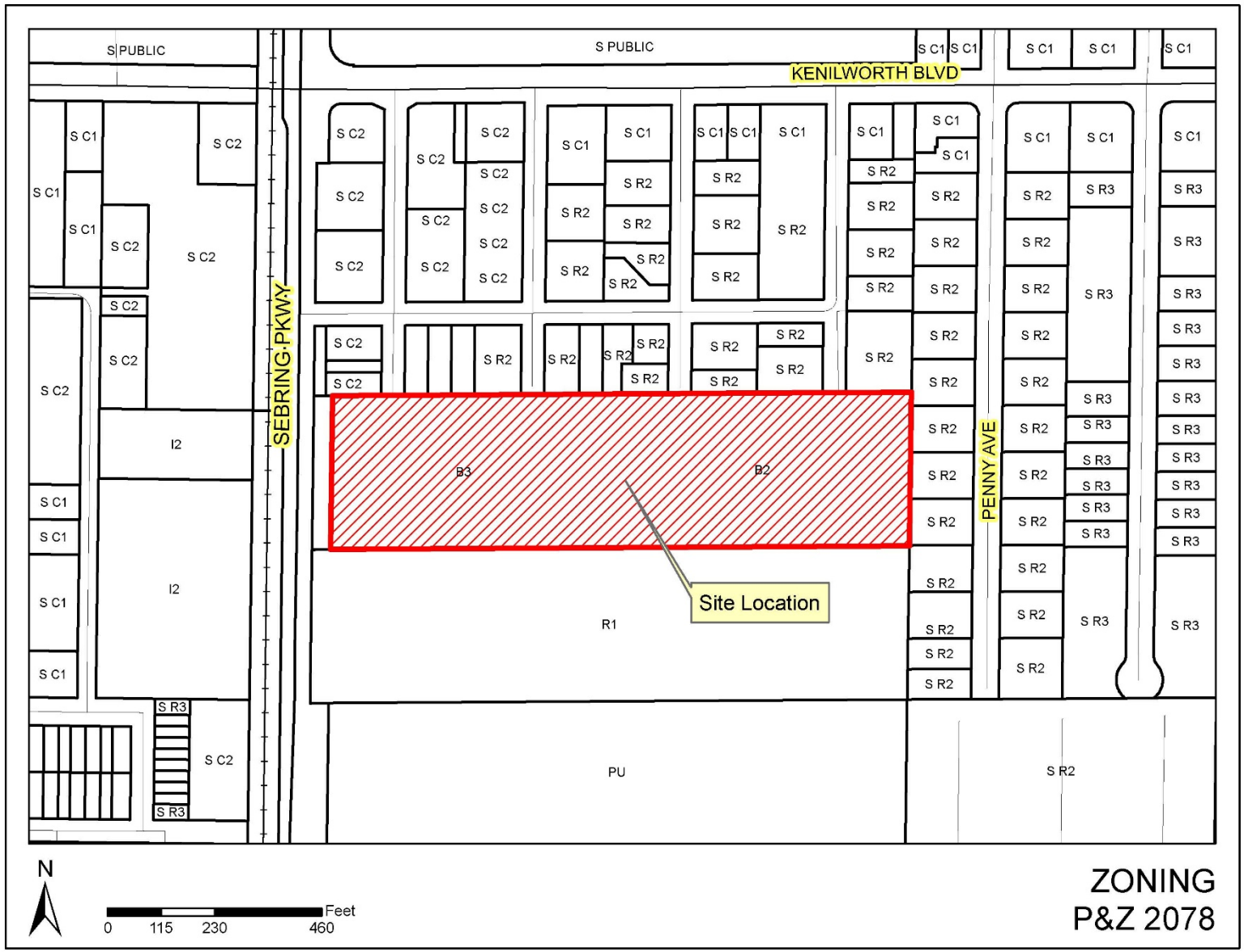

S PUBLIC
S PUBLIC
KENILWORTH BLVD
SEBRING PKWY
PENNY AVE
B3
B2
I2
I2
R1
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Site Location
N
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115
230
460
Feet
ZONING
P&Z 2078

Exhibit 4:

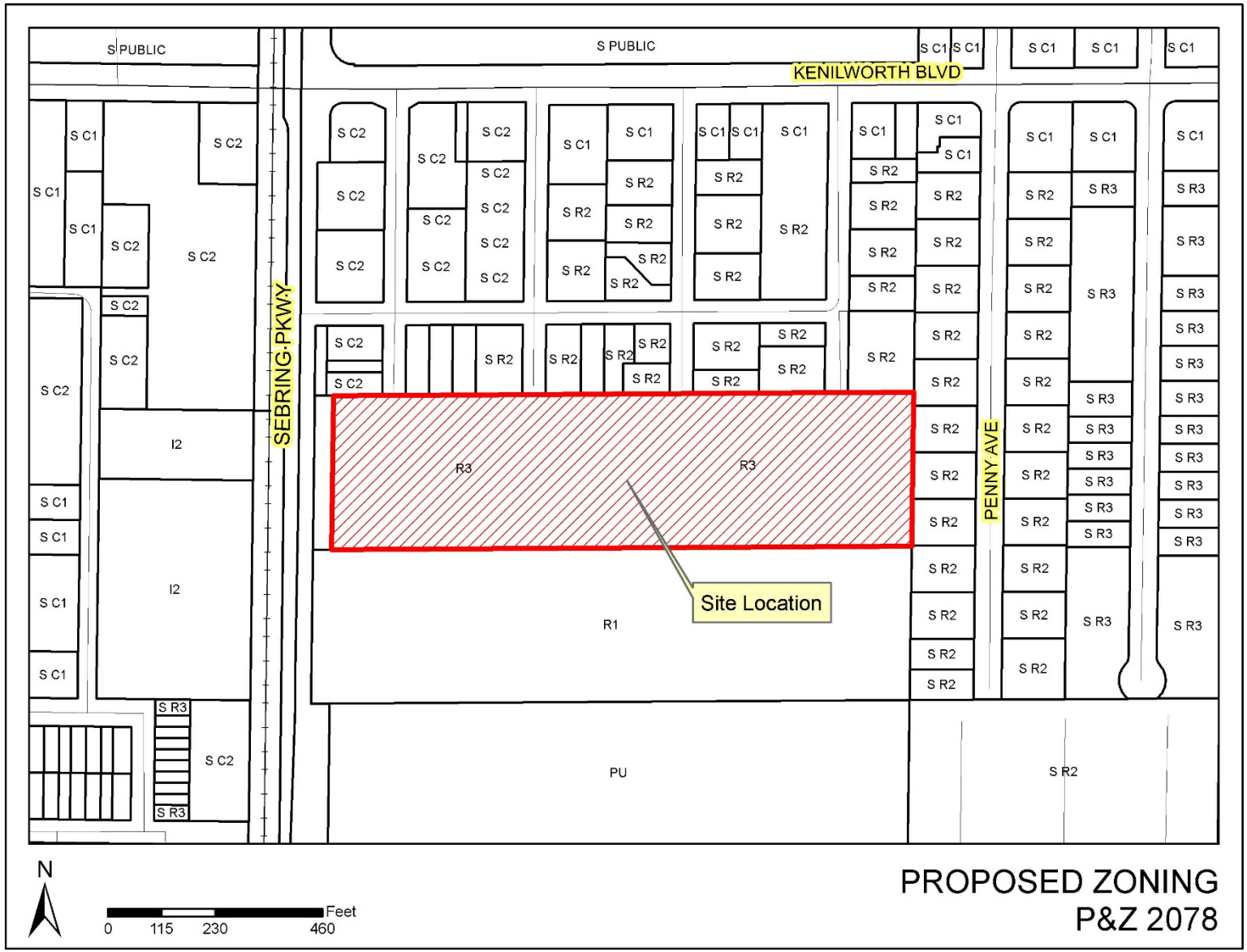

S PUBLIC
S PUBLIC
KENILWORTH BLVD
SEBRING PKWY
PENNY AVE
R3
R3
R1
PU
I2
I2
Site Location
N
0
115
230
460
Feet
PROPOSED ZONING
P&Z 2078

Exhibit 5:





Highlands County, Florida
Zoning Change Application

Zoning change from: B-2 & B-3
Zoning change to: R-3

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2078 **Date of Application:** 3/17/2021
Amount of Fee: $ 1950 **Receipt No.:** 21030010 **Tax Map No.:** 90C
Hearing Dates: LP: _____ **P&Z:** 5/11/2021 **BCC:** 6/15/2021

****

This application has been reviewed for completeness and determined sufficient:

Rachel Bry
Zoning Supervisor

3/26/2021
Date

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application. Gerald Entel, Suzanne Entel, Lorene K. Brown, Individuall
Print Name: and as personal rep., Estate of Mary Lou Levinston
Mailing Address: c/o Lorene K. Brown- 4270 N Course Lane, Avon Park, FL 33825
Telephone No.: _____ **E-Mail Address:** _____

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
Print Name: John Sprenkle
Mailing Address: 7 John Street, Tamaqua, PA 18252
Telephone No.: 863-840-0644 **E-Mail Address:** jfsprenkle@gmail.com

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. Lakeview Park Tract TB-PG 11 Pringle Lot 15-Less RD R/W 9.42 Acres M/L

4. **Strap No.(s) of Property Covered by Application:**
STRAP #:C-33-34-29-080-0000-0150 **STRAP #:**C-_____
STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 1750 South Highlands ave Sebring FL 33870

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** B-2 & B-3 _____ **Existing Land Use Classification:** Commercial
Are the Zoning and Comprehensive Plan Consistent? ☒Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 330.14 feet, (depth) 1243.63 feet, street frontage 320.12 feet, water frontage N/A feet, **Total acres** 9.42
If different from the total acreage, the upland, or developable portion is _____ +/- acres.

8. **Are there existing structures on the property?** ☐Yes ☒No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____

If multiple units, the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ☒No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ☒No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ☒No **If Yes,** in whose name and when? _____

12. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	SRF Vacant	SRM	SR-2
South	Vacant	Commercial	R-1
East	Single family-residence	SRM	R-1
West	Vacant	Industrial	I-2

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

13. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Multi-family

14. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):**
113 Units

15. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building _____ divided by Parcel size _____ = FAR TBD %

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

16. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☒Yes ☐No
If Yes, the potable water system requirements will be accommodated by the Sebring water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating 13,560 gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

17. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☒Yes ☐No

If Yes, the wastewater treatment system requirements will be accommodated by the City of Sebring system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating 13,560 gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **Applicant's Initial**

18. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☒Yes ☐No _____ **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.
SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

19. **Solid Waste Disposal:** The proposed development will be served by the Highlands County refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

20. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: TBD

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

21. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☒Yes ☐No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZ III.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

22. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

23. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

24. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

25. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

26. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

27. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

28. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ☐**No**

29. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☒**Yes** ☐**No**

30. **Proposed Multiple Zoning Changes:** If more than one zoning change is being requested, it is necessary to show the exact areas to be covered by the different zoning designations. The legal description, along with an illustration showing the dimensions, of each different zoning designation must be included (Attach to the application if applicable).

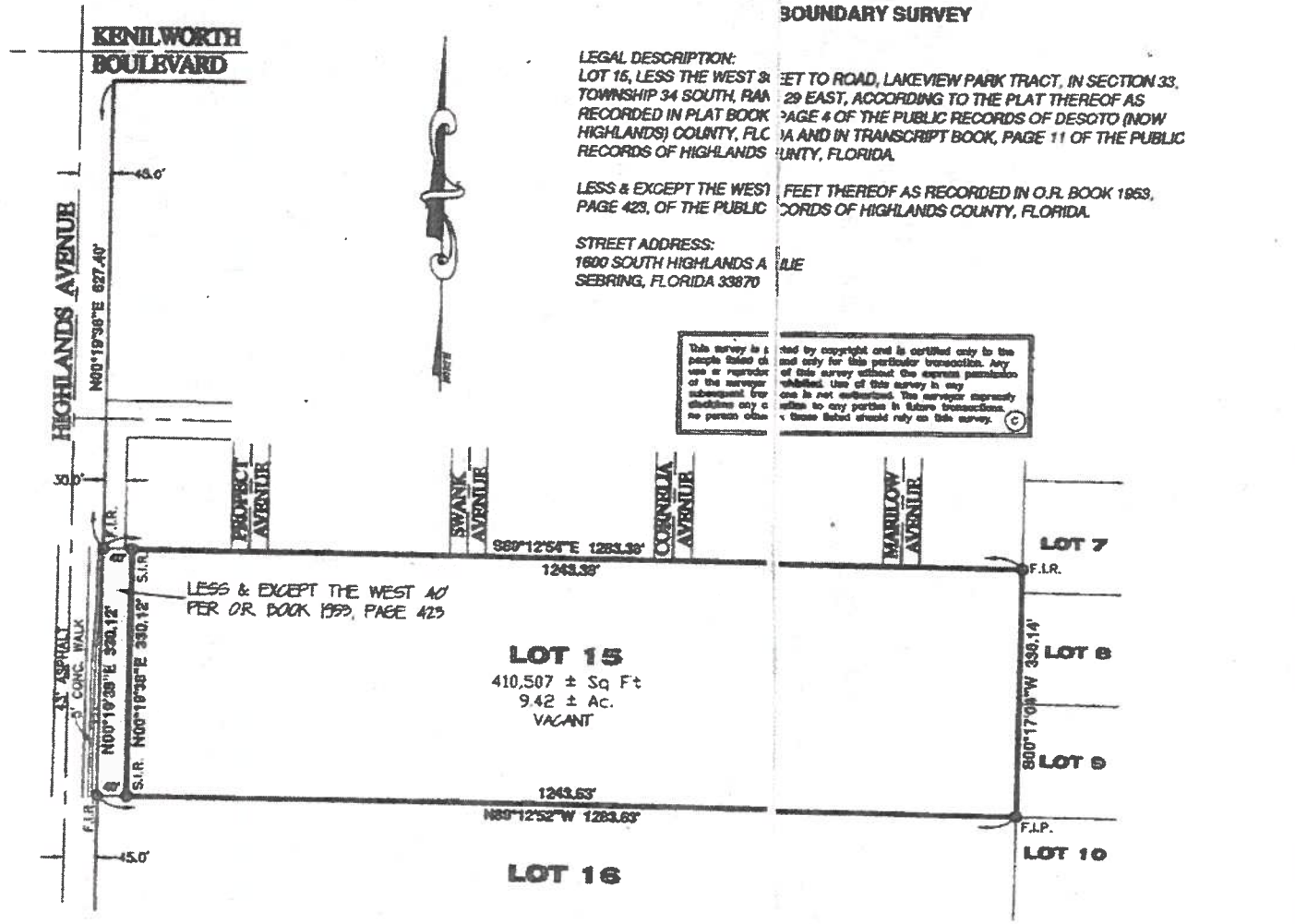
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END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or ~~Corporation~~ Affidavit ✓
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A) ✓
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

Lot 15, LESS the West 30 Feet to Road, Lakeview Park Tract, in Section 33 Township 34 South, Range 29 East, according to the Plat thereof as recorded in Plat Book 3, Page 4 of the Public Records of DeSoto (now Highlands) County, Florida and in Transcript Book, Page 11 of the Public Records of Highlands County, Florida.



BOUNDARY SURVEY

LEGAL DESCRIPTION:
LOT 15, LESS THE WEST 3[illegible] ET TO ROAD, LAKEVIEW PARK TRACT, IN SECTION 33, TOWNSHIP 34 SOUTH, RAA[illegible] 29 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK[illegible] PAGE 4 OF THE PUBLIC RECORDS OF DESOTO (NOW HIGHLANDS) COUNTY, FLO[illegible] A AND IN TRANSCRIPT BOOK, PAGE 11 OF THE PUBLIC RECORDS OF HIGHLANDS [illegible]UNTY, FLORIDA.

LESS & EXCEPT THE WEST[illegible] FEET THEREOF AS RECORDED IN O.R. BOOK 1959, PAGE 423, OF THE PUBLIC[illegible]CORDS OF HIGHLANDS COUNTY, FLORIDA.

STREET ADDRESS:
1600 SOUTH HIGHLANDS A[illegible]UE
SEBRING, FLORIDA 33870

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GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYING
[illegible] PH. (863) 382-[illegible]
[illegible] FAX. (863) 382-[illegible]
CORPORATE LICENSE #[illegible]

LEGEND

CATCH BASIN	SIGN
MITERED END	CLEANOUT
EXISTING WELL	LIGHT POST
ELECTRIC BOX	MONITORING WELL
FIRE HYDRANT	WATER VALVE
TELEPHONE BOX	WATER METER
UTILITY POLE	METER POLE
UTILITY POLE WITH GUY ANCHOR	
CABLE TELEVISION BOX	
STORM DRAIN MANHOLE	
SANITARY SEWER MANHOLE	

CLIENT:
FIELD DATA:

JOB#:	100-07	SCALE: 1"=100'
DATE:	3/22/07	DRAWN BY: BAM
TASK:	001	CHECKED BY: [illegible]

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER MY SUPERVISION, IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17, PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS. SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAYS, SETBACK LINES, UNDERGROUND UTILITIES, RESERVATIONS AND RESTRICTIONS.

PROFESSIONAL LAND SURVEYOR AND MAPPER

GARY L. GERMAINE
FLORIDA CERTIFICATE #3945

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED VALID.

GENERAL NOTES:

1) I.R. SET IRON ROD WITH CAP #LS 3945.
2) F.I.R. FOUND IRON ROD.
3) F.I.P. FOUND IRON PIPE.
4) S.C.M. SET 4" X 4" CONCRETE MONUMENT.
5) F.C.M. FOUND CONCRETE MONUMENT.
6) P.C.P. PERMANENT CONTROL POINT
7) S.N.D. SET NAIL & BRASS DISK STAMPED "PLS #3945"
8) F.N.D. FOUND NAIL & DISC.
9) P.O.B. POINT OF BEGINNING.
10) P.O.C. POINT OF COMMENCEMENT.
11) CONC. CONCRETE.
12) (P) AS RECORDED ON PLAT
13) (D) AS RECORDED ON DEED
14) (F) AS DETERMINED BY FIELD
15) (PRO) PRORATED MEASUREMENT
16) O.H.W. OVER-HEAD WIRES.
17) B.W.F. BARBED WIRE FENCE.
18) C.B.S. CONCRETE BLOCK STRUCTURE.
19) C.L.F. CHAIN LINK FENCE.
20) W.F. WOOD FENCE.
21) THIS SURVEY PREPARED FROM LEGAL DESCRIPTION PROVIDED AND IS NOT A CERTIFICATE OF TITLE.
22) BEARING SYSTEM BASED ON THE CENTERLINE OF HIGHLANDS AVENUE AS BEING NORTH/SOUTH.

REVISIONS

1	
2	

SHEET 1 OF 1

I:\drawings\PLAT BOUNDARY Drawings\100-07.dwg, 11X17, 3/22/2007 11:48:22 AM

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Michael Averyt, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
averytm@highlands.k12.fl.us

School Board of Highlands County
School Capacity Planning Tool for Comprehensive Plan Amendments

March 17, 2021

John Sprenkle

School Year of Analysis: **2020/2021**

Proposed Development:
Applicant: John Sprenkle
Location (map attached): 1750 S Highlands Avenue, Sebring, FL 33870 C-33-34-29-080-0000-0150

School Attendance Zones:
Elementary: **Fred Wild Elementary**
Middle: **Sebring Middle**
High: **Sebring High**

Proposed Dwelling Units: **113** Single Family _____Mobile Home ___ Multi-Family
Propose build out year: **Unknown**
Proposed Phasing if applicable:

2018 Student Generation Rates by Dwelling Unit Type

Dwelling unit Type	Elementary (K-5)	Middle (6-8)	High (9-12)
Single Family	0.129	0.061	0.074
Mobile Home	0.086	0.041	0.049
Multi-Family	0.080	0.038	0.046

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · **Jan Shoop**, Vice Chairperson
Bill Brantley **Jill Compton Twist** · **Isaac Durrance** ·

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Department
Michael Averyt, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
averytm@highlands.k12.fl.us

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
Fred Wild Elementary	222.36	0	222.36	14.58	207.78
Sebring Middle	129.68	0	129.68	6.90	122.78
Sebring High	502.76	0	502.76	8.37	494.39

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,

Michael Averyt
Assistant Superintendent of Business/Operations

MA/cd

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · **Jan Shoop**, Vice Chairperson
Bill Brantley **Jill Compton Twist** · **Isaac Durrance** ·

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JOHN SHOOP, MAYOR

COUNCIL:
LENARD CARLISLE, PRESIDENT
CURT IVY, PRO-TEMPORE
TOM DETTMAN
CHARLIE LOWRANCE
MARK STEWART

SEBRING
CITY ON THE CIRCLE

321 N MANGO ST.
SEBRING, FL. 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

February 26, 2021

Reference: 1750 S Highlands Avenue
C-33-34-29-080-0000-0150

Mr. Sprenkle,

Per your request, this letter will serve as official notification from the City of Sebring confirming adequate water and sewer service availability for the above referenced location.

Please let me know if you have any questions or if I may be of any further assistance.

Sincerely,

Cathy Retterer

Cathy Retterer
Administrative Assistant
City of Sebring
Utilities Department

RESOLUTION NO. 20-21-109

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-33-34-29-080-0000-0150; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-33-34-29-080-0000-0150 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering economic objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW, **THEREFORE BE IT RESOLVED**, by the Board, after public hearing and comment that:

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

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-33-34-29-080-0000-0150 and more particularly described as:

> Lot 15, less the west 30 feet to road, Lakeview Park Tract, in Section 33, Township 34 South, Range 29 East, according to the Plat thereof as recorded in Plat Book 3, Page 4 of the Public Records of Desoto (now Highlands) County, Florida and in Transcript Book, Page 11 of the Public Records of Highlands County, Florida.

is hereby changed from Limited Business District (B-2) and Business District (B-3) to Multiple Family Dwelling including Motel and Hotel District (R-3).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Multiple Family Dwelling including Motel and Hotel District (R-3).

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2078, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 8. Effective Date. This Resolution shall take effect immediately after Highlands County Ordinance 20-21-19, adopting a small-scale comprehensive plan amendment to change the land use designation on the Property from "Commercial" to "High Density Residential."

DONE AND ADOPTED, this 15th day of June, 2021.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Scott A. Kirouac, Chairman

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-21-586SS, for 13 parcels totaling 3 acres, from High Density Residential (RH) to Commercial (C).**

STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for 13 parcels totaling 3 acres, from High Density Residential (RH) to Commercial (C). The parcels are vacant of structures and covered with native vegetation.

Site-specific conditions are being proposed, including a Perpetual Restrictive Easement and Declaration of Covenants and Restrictions that provides a list of restricted uses, limiting the access points to three on Hammock Road, requiring internal traffic circulation of businesses, and shielding lighting to adjacent properties. The Applicant is proposing to utilize the property for future commercial development.

There is a companion request for a zoning change from Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Business District (B-3), P&Z 2077.

The Planning and Zoning Commission voted 5-2 to recommend denial of CPA-21-586SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance, CPA-21-586SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for 13 parcels totaling 3 acres, from High Density Residential (RH) to Commercial (C), and transmit CPA-21-586SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-21-586SS BCC Parkside Village of Sebring, LLC
Application CPA-21-586SS BCC Parkside Village of Sebring, LLC
Ordinance CPA-21-586SS Parkside Village of Sebring, LLC.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 6/15/2021
Case Number: CPA-21-586SS	**Case Name:** Parkside Village of Sebring
Agent: Rick Whidden	**Property Owners:** Parkside Village of Sebring, LLC
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Change the Future Land Use Map (FLUM) for 13 parcels totaling 3 acres, from High Density Residential (RH) to Commercial (C)

General Location: 13 parcels totaling 3 acres located approximately 2.3 miles west of US 27 and 0.3 miles east of CR 635 on the south side of Hammock Road between Lockman Blvd. and Hollywood Blvd.; the addresses being 4119, 4121, 4127, 4131, 4137, 4141, 4317, 4325, 4337, 4415, 4427, 4439 Hammock Road and 4413 Grass Avenue, Sebring, FL

PARCEL ID:

C-03-35-28-020-0000-1800
C-03-35-28-020-0000-1790
C-03-35-28-020-0000-1780
C-03-35-28-020-0000-1770
C-03-35-28-020-0000-1760
C-03-35-28-020-0000-1750
C-03-35-28-020-0000-1740
C-03-35-28-020-0000-1730
C-03-35-28-020-0000-1720
C-03-35-28-020-0000-1710
C-03-35-28-020-0000-1700
C-03-35-28-020-0000-1690
C-03-35-28-020-0000-1960

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance, CPA-21-586SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 13 parcels totaling 3 acres from High Density Residential (RH) to Commercial (C), and transmit CPA-21-586SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

   Site-Specific Conditions:

   1. Access from Hammock Road shall be limited to three (3) driveways with internal traffic circulation between businesses;
   2. Landscaping shall be installed to meet the current Highlands County Land Development Regulations at time of development;

3. Any road improvements necessary at the time of development, shall be the responsibility of the developer;
4. The parcel located at 4413 Grass Avenue shall be used for parking and/or retention only;
5. Exterior lighting fixtures shall be erected to shield adjacent residential property owners from the glare and the lighting shall be directed to shine onto the subject property, to reduce any negative impact on the adjacent residential properties; and
6. A Perpetual Restrictive Easement and Declaration of Covenants and Restrictions shall be prepared and recorded, restricting the use of the property to the following uses and allowing no other uses:
    a. Any use permitted in a B-1 or B-2 district.
    b. Retail establishments for plumbing and electrical fixtures.
    c. Service establishments such as pest control agency; hand laundry, job printing shop, locksmith, barbecue stand or drive-in restaurant or refreshment stand, plant nursery, taxidermist, veterinarian or animal hospital; crating, packing, shipping service, including fruit packing and shipping; distribution service; packing, delivery, wholesale magazine agency.
    d. Commercial recreation activities, such as nightclub, tavern, bar or other establishment for consumption of alcoholic beverages on-premises, theater, aquarium, assembly hall, museum and exhibits.
    e. Service establishments, such as ambulance service, trade or vocational school.
    f. Repair and shop uses such awning and canvas shop, carpenter, cabinet or furniture repair shop, heating, roofing, sheet metal, electrical or plumbing contractor or repair shop, sign shop, upholstering.
    g. Light assembly of pre-manufactured products.
    h. Wholesale, warehouse or storage uses, such as ice or cold storage plant and frozen food lockers; wholesale establishments, storage warehouse.
    i. Residential uses when accessory to a commercial use, provided that the residential FAR does not exceed the commercial FAR, does not exceed 50% of the property, and is located behind or above the commercial use.

2. Staff Recommendation to the Planning and Zoning Commission (P&Z): Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-21-586SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for 13 parcels totaling 3 acres from High Density Residential (RH) to Commercial (C), and transmit CPA-21-586SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Site-Specific Conditions:

1. Access from Hammock Road shall be limited to three (3) driveways with internal traffic circulation between businesses;
2. Landscaping shall be installed to meet the current Highlands County Land Development Regulations at time of development;

3. Any road improvements necessary at the time of development, shall be the responsibility of the developer;
4. The parcel located at 4413 Grass Avenue shall be used for parking and/or retention only;
5. Exterior lighting fixtures shall be erected to shield adjacent residential property owners from the glare and the lighting shall be directed to shine onto the subject property, to reduce any negative impact on the adjacent residential properties; and
6. A Perpetual Restrictive Easement and Declaration of Covenants and Restrictions shall be prepared and recorded, restricting the use of the property to the following uses and allowing no other uses:
    a. Any use permitted in a B-1 or B-2 district.
    b. Retail establishments for plumbing and electrical fixtures.
    c. Service establishments such as pest control agency; hand laundry, job printing shop, locksmith, barbecue stand or drive-in restaurant or refreshment stand, plant nursery, taxidermist, veterinarian or animal hospital; crating, packing, shipping service, including fruit packing and shipping; distribution service; packing, delivery, wholesale magazine agency.
    d. Commercial recreation activities, such as nightclub, tavern, bar or other establishment for consumption of alcoholic beverages on-premises, theater, aquarium, assembly hall, museum and exhibits.
    e. Service establishments, such as ambulance service, trade or vocational school.
    f. Repair and shop uses such awning and canvas shop, carpenter, cabinet or furniture repair shop, heating, roofing, sheet metal, electrical or plumbing contractor or repair shop, sign shop, upholstering.
    g. Light assembly of pre-manufactured products.
    h. Wholesale, warehouse or storage uses, such as ice or cold storage plant and frozen food lockers; wholesale establishments, storage warehouse.
    i. Residential uses when accessory to a commercial use, provided that the residential FAR does not exceed the commercial FAR, does not exceed 50% of the property, and is located behind or above the commercial use.

3. Expert from the May 11, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>C. HEARING NUMBER CPA-21-586 – PARKSIDE VILLAGE OF SEBRING, LLC – C/O RICK WHIDDEN</u> 13 parcels totaling 3 acres located approximately 2.3 miles west of US 27 and 0.3 miles east of CR 635 on the south side of Hammock Road between Lockman Blvd. and Hollywood Blvd.; the addresses being 4119, 4121, 4127, 4131, 4137, 4141, 4317, 4325, 4337, 4415, 4427, 4439 Hammock Road and 4413 Grass Avenue, Sebring, FL; and legally described as follows: Lots 169 – 180 and Lot 196, West Sebring Estates, Section B, according to the plat thereof as recorded in Plat Book 7, Page 43 of the Public Records of Highlands County, Florida.

The Applicant is requesting a small-scale plan amendment from High Density Residential to Commercial.

Mr. Roberts read the request; Ms. Vazquez and Mr. Whidden presented the request. There were two (2) letters received in objection, and zero (0) in favor of the request; eight (8) people in the audience spoke in objection to the request, and no one spoke in favor of the request. The concerns included increased traffic, uncertainty of what could be built there, the negative impacts to the multi-use path, buffering between neighboring properties, wildlife, noise, and increased crime in the area.

Motion by Mr. Ingler and seconded by Mrs. Mack to recommend to the Board of County Commissioners to not approve and adopt by Ordinance, CPA-21-586SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for 13 parcels totaling 3 acres from Residential (RH) to Commercial (C) and amending the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, referencing the mandatory findings of fact; and transmitting CPA-21-568SS to the Florida Department of Economic Opportunity for expedited state review.

Upon roll call, Mrs. Hunnicutt and Mr. Howard voted no, and Mr. Ingler, Mr. Reed, Mrs. Mack, Mr. Boring, and Mr. Roberts voted yes. **Motion to recommend denial carried 5-2."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Future Land Use Map of 13 parcels totaling 3 acres, from RH to C.

The parcel is vacant of structures and covered with native vegetation. The Applicant is proposing to utilize the property for future commercial development.

There is a companion request for a zoning change from Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Business District (B-3), P&Z 2077.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	RH	R-3 FUD
Adjacent Property to the North	Single-Family Residences/ Commercial/Church	C/RH/ Medium Density Residential (RM)	Limited Business District (B-2)/ Residential District (R-1)/R-3

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the South	Vacant/ Single-Family Dwellings/ Multiple-Family Residences	RM	R-1
Adjacent Property to the East	Single-Family Residences	RH	R-3/R-3 FUD
Adjacent Property to the West	State Park	Conservation/ Management Lands (CM)	Conservation/ Management Lands District (CM)

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.4, High Density Residential and Policy 1.2.D.7, Commercial (C).

Zoning…Highlands County Land Development Regulations (LDRs): Sections 12.05.213 and 12.05.291: Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) and Section 12.05.242: Business District (B-3).

4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:

Future Land Use Element

Goal: Ensure a High Quality, Diversified Living Environment through the Efficient Distribution of Compatible Land Uses, Discourage Urban Sprawl, Protect Environmentally Sensitive Lands, Reduce Greenhouse Gas Emissions, and Provide Guidance for the Location, Type, and Intensity for New Development, within the 2010 to 2030 Planning Period.

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

A. The Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector. The General Growth Management Strategy consists of the following:

1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;

2. Allow and encourage compatible infill development wherever properties are already served by public infrastructure, but not utilized at the most suitable density and/or intensity or type of land use in relation to surrounding development;

Infrastructure Element

Objective 6: Provide Sufficient Potable Water to Residential and Nonresidential Users Within Water Service Areas Consistent with the Water Supply Facilities Work Plan:

Policy 6.5, Mandatory Connection to Central Water System:

C. Commercial and industrial uses, utilizing potable water, shall connect to an existing public water system if within ¼ mile of an available system.

5. Department Analysis and Comments of Petitioner's Proposal:

5.A. The Departments, Divisions, and Agencies listed below provided comments as follows:

Engineering Department: Approved with conditions. At the time of development, the Applicant shall undergo the development review process, and additional requirements may be identified at that time.

Zoning Division: The staff has no objection to this request.

Florida Department of Health: No objection. If this is considered a new subdivision on city water and each lot requiring their own septic system, each lot would need to be a minimum 0.25 acres.

5.B. The following Departments, Divisions, and Agencies offered no comment: Florida Department of Environmental Protection and Florida Department of Transportation

5.C. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue and Highlands County Natural Resources.

Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

6.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as level with an elevation of 140 feet.
2. **Soils:** The soil underlying the site is *Satellite, Basinger-Urban Land Complex*, the soil is nearly level and somewhat poorly drained. The complex consists of *Satellite Sand, Basinger Sand* and *Urban Land* that are mixed or too small to map separately. The Urban land part of this complex consists of housing developments, recreational areas, shopping centers and other urban structures, Open land areas are mainly lawns, playground, and vacant lots. Included in the mapping are small areas of *Archbold, Immokalee, Myakka* and *Placid* soils.
3. **Surface Waters:** The subject parcel has no surface water areas.

4. **Vegetative Cover:** The site is covered in native vegetation.

6.B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of High Density Residential.
3. **Proposed FLUM Designation:** The proposed FLUM designation is Commercial.
4. **Current FLUM Population Yield:** The current FLUM allows 9 to 12 dwelling units per acre, however, the current zoning limits the density to 21 units. The parcel would currently carry a potential population yield of 47.25 persons; 21 dwelling units x 2.25 persons = 47.25 persons.
5. **Proposed FLUM Intensity:** The proposed FLUM allows up to 0.70 FAR for office; up to 0.80 for other commercial uses.
6. **The Applicant's proposed development program:** The Applicant is proposing to use the site for commercial purposes.

6.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site does not contain any Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0207C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within a Military Airport Zone.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

6.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an on-site wastewater system that shall be designed to connect to a central wastewater system when it becomes available.

3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Hammock Road and Grass Avenue. Internal traffic circulation between businesses will be required.
5. **Railroad Access:** There is no railroad access to the property.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

6.E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

6.F. **Schools:** The permitted uses within the Commercial Future Land Use designation are commercial in nature; however, residential uses are permitted as accessory to the business. If any project development generates student impacts to the school district; school concurrency **will be** required.

6.G. **Airports:** The subject property is located approximately 7.8 miles southeast of the Avon Park Executive Airport and 9.1 miles west of the Sebring Regional Airport.

6.H. **Fundamental Planning Analysis ref. Comprehensive Plan:**
Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* The site is located in an area with commercial uses. The site access will be directly off of Hammock Road with a maximum of 3 access points. The proposed use will not adversely impact the natural resources or ecosystems. All required permits from appropriate agencies shall be obtained prior to development.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The future development will be able to connect to existing central potable water. Fire services and law enforcement are already available.

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* The site is located adjacent to a multi-use path that connects to CR 635, which in turn connects to US 27 and downtown Sebring. This multi-use path will provide walkability for consumers and employees.

(4) *Promotes conservation of water and energy:* The subject property is located in a residential and commercial area, with an existing multi-use

path and a major collector road. Building in this area will provide access to goods and walkability for nearby residents, conserving energy.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* This indicator is not applicable.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* This indicator is not applicable.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The proposed development is located on a major collector, near residential communities and other local businesses. The proposed development will allow for additional commercial uses for the residential neighborhoods in the area.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners approve and adopt by Ordinance, CPA-21-586SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for 13 parcels totaling 3 acres from High Density Residential (RH) to Commercial (C), and transmit CPA-21-586SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

7. Mandatory Findings of Fact:

Use Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed Small Scale Comprehensive Plan Amendment.

Historical and Archaeological Clearance: The proposed Small Scale Comprehensive Plan Amendment **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Proposed Future Land Use Map
Exhibit 5: Site Photographs
Exhibit 6: List of Deleted Uses

Exhibit 1:

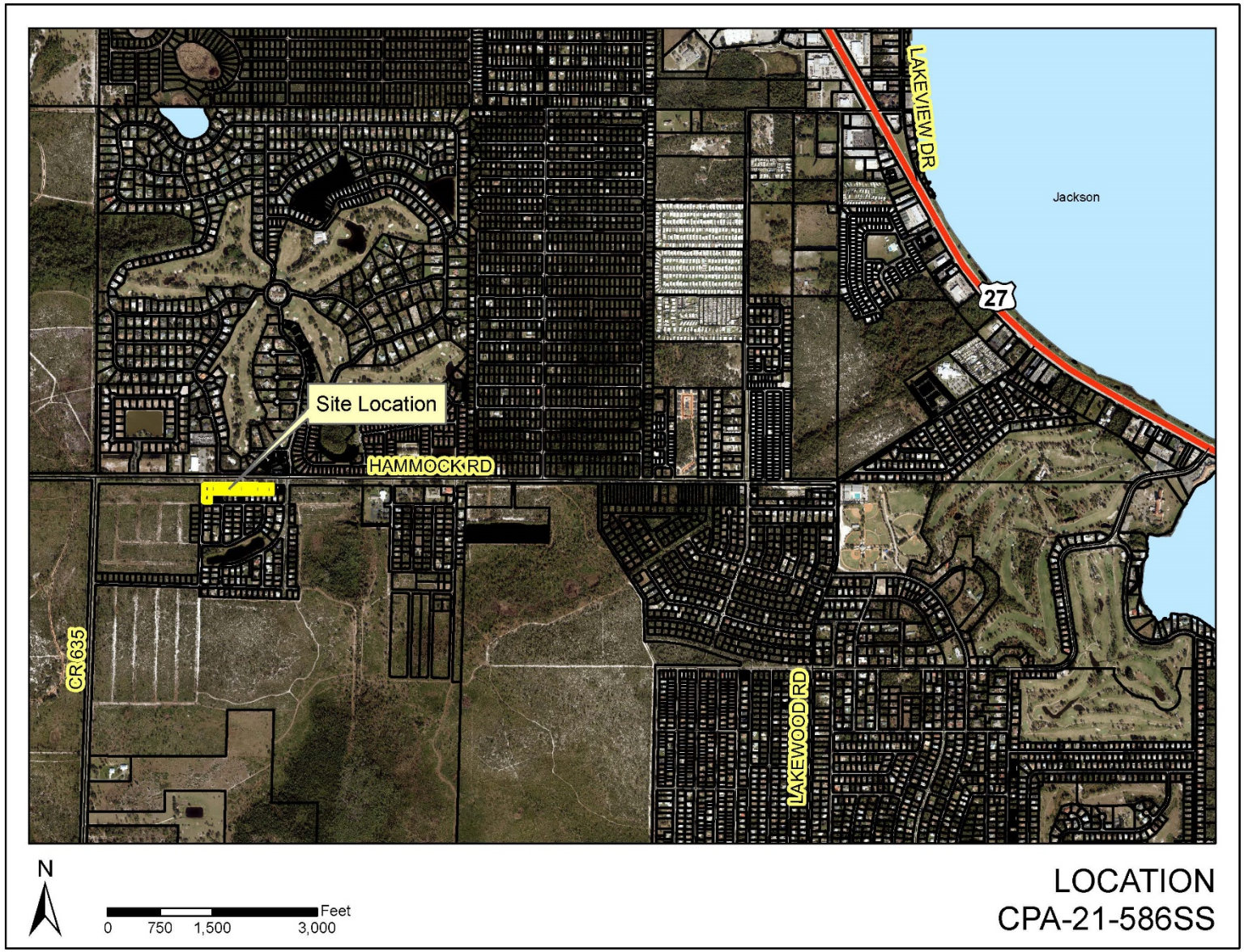

LAKEVIEW DR
Jackson
27
Site Location
HAMMOCK RD
CR 635
LAKEWOOD RD
N
Feet
0
750
1,500
3,000
LOCATION
CPA-21-586SS

Exhibit 2:

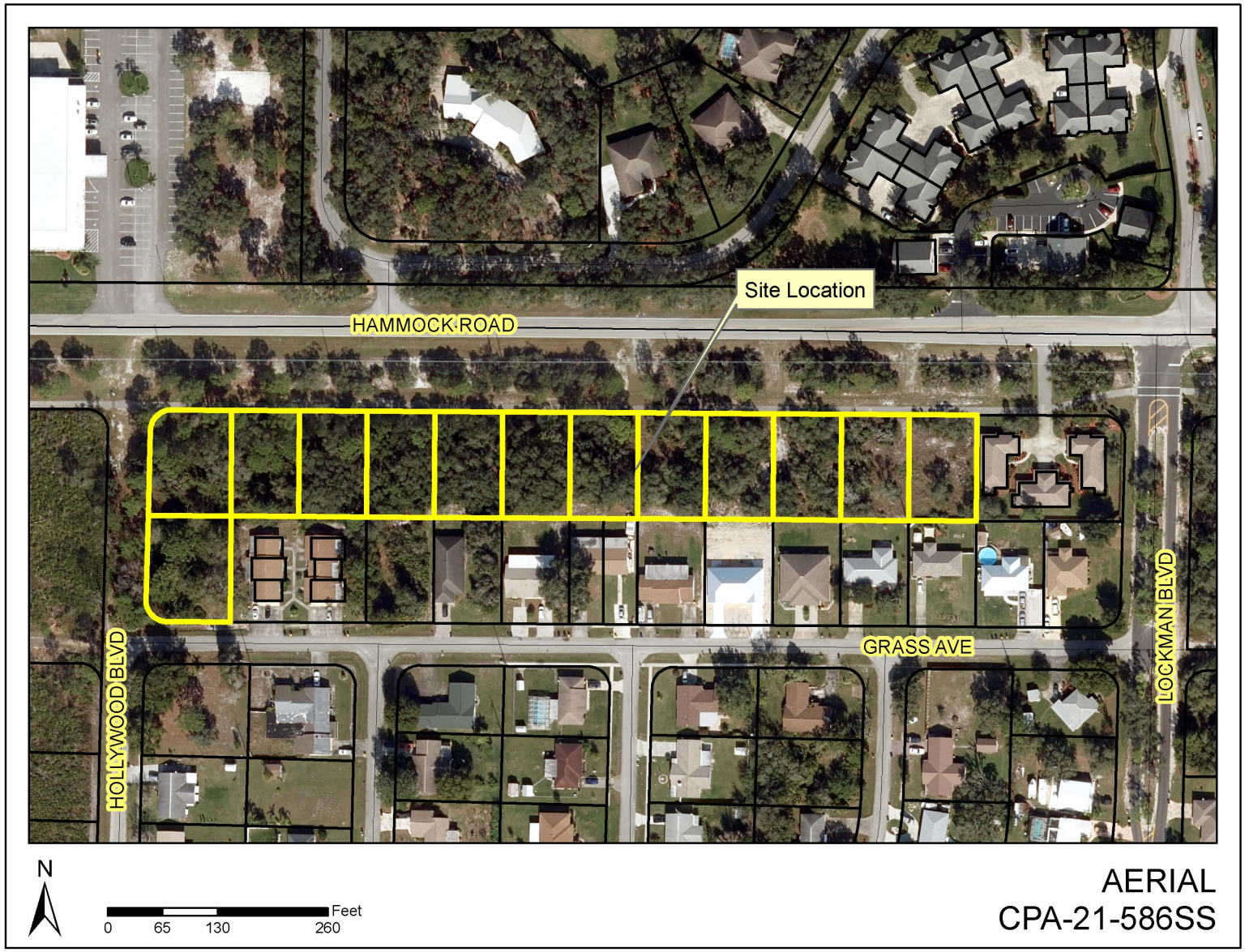

Site Location
HAMMOCK ROAD
HOLLYWOOD BLVD
GRASS AVE
LOCKMAN BLVD
N
Feet
0
65
130
260
AERIAL
CPA-21-586SS

Exhibit 3:

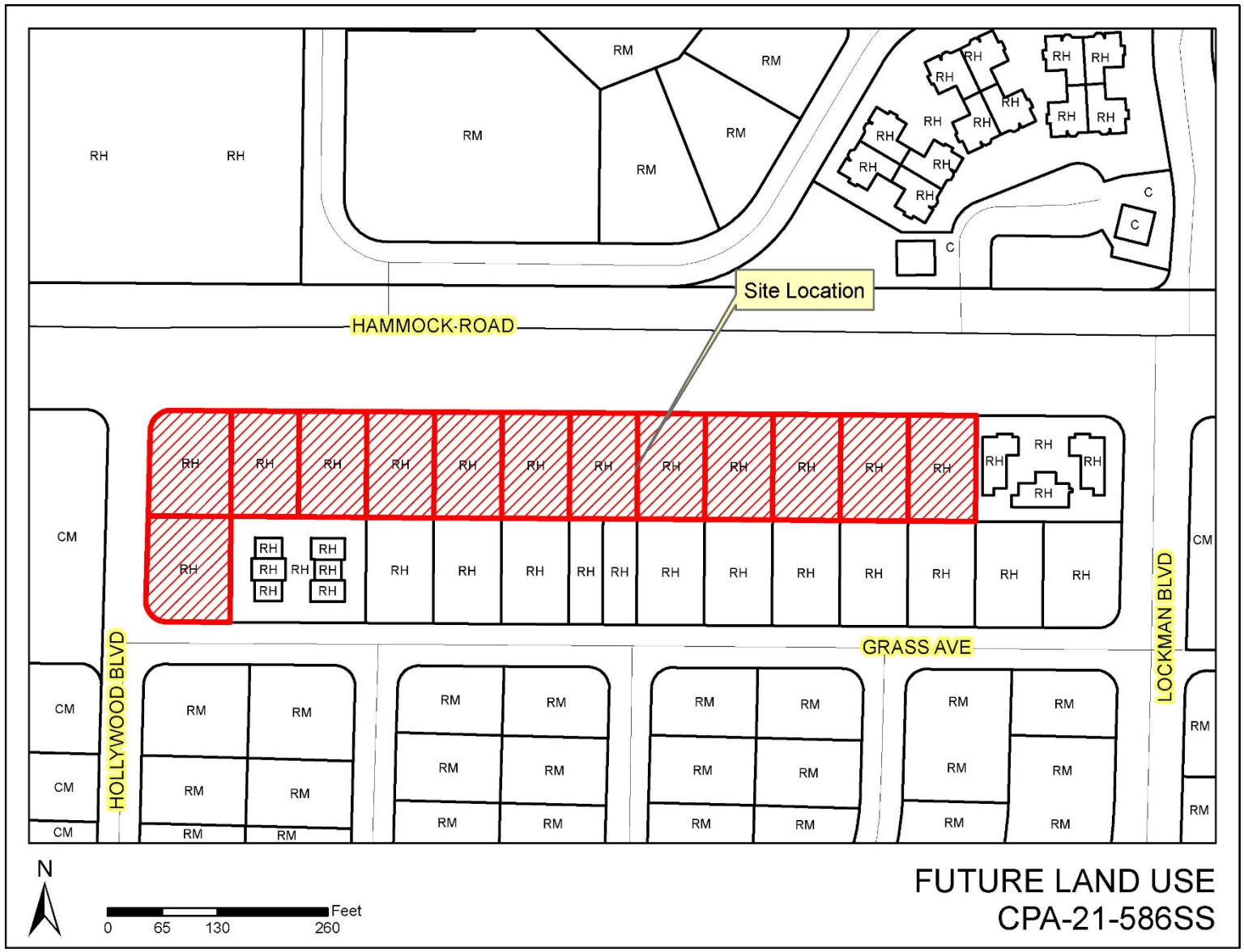

Site Location
HAMMOCK ROAD
GRASS AVE
HOLLYWOOD BLVD
LOCKMAN BLVD
RH
RM
CM
C
N
Feet
0
65
130
260
FUTURE LAND USE
CPA-21-586SS

Exhibit 4:

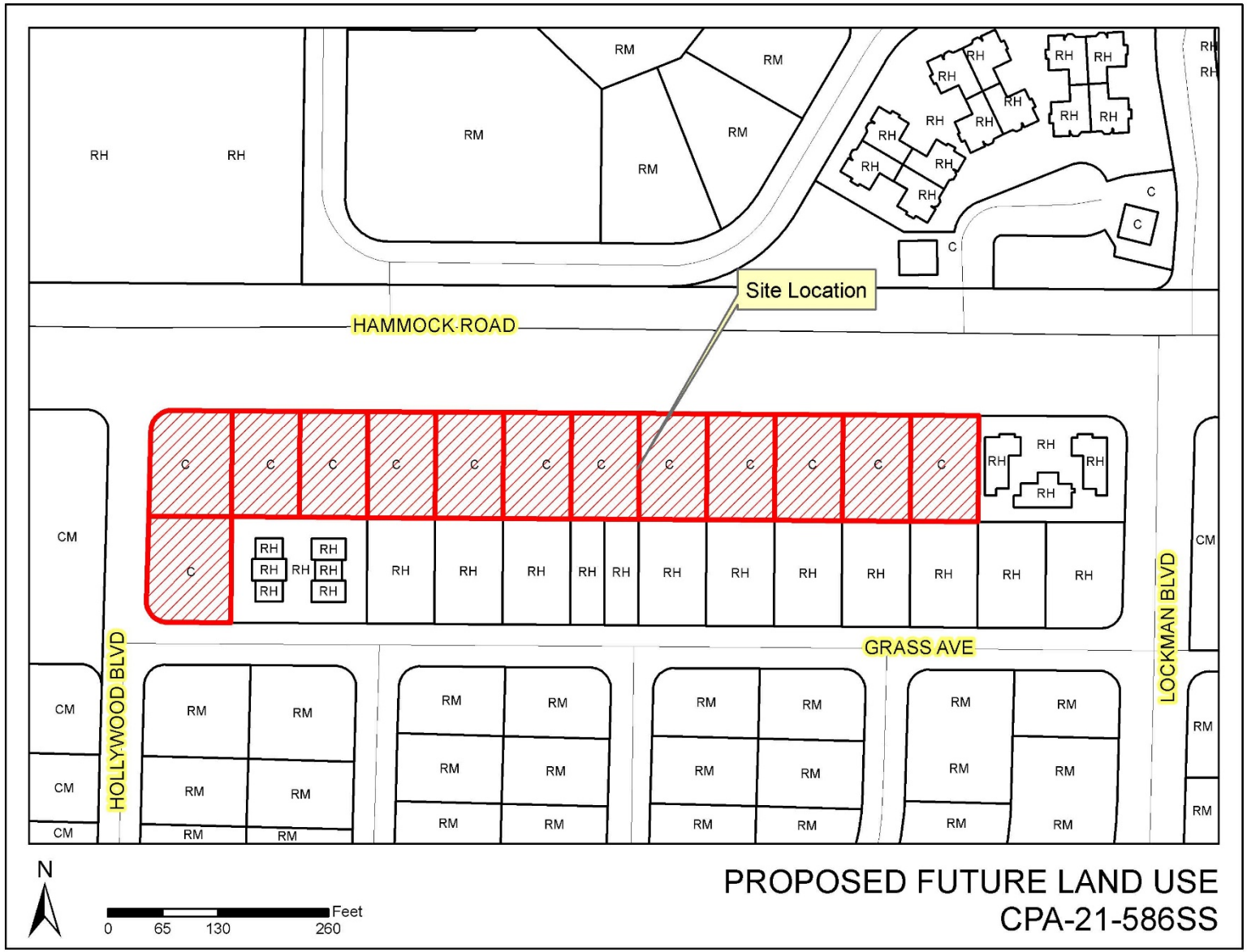

Site Location
HAMMOCK ROAD
HOLLYWOOD BLVD
LOCKMAN BLVD
GRASS AVE
RH
RM
C
CM
N
Feet
0
65
130
260
PROPOSED FUTURE LAND USE
CPA-21-586SS

Exhibit 5:





Exhibit 6:

List of Deleted Uses

1. Retail establishes for display and sale of heavy machinery, new automobiles, trucks, mobile homes and boats; display and sale of used automobiles in running order and of used mobile homes and boats; display and storage of utility trailers for sale or rental; tires and batteries; lawnmower service, sale and rental; dairy supplies; feed and fertilizer; flea markets--inside only.

2. Service establishments such as repair and service garage; carwash, home appliance repair--inside only, newspaper plant, pawnshop, auction houses, landscaper, boarding kennels; dyeing; cleaning; carpet or rug cleaning establishments; diaper service; linen supply; milk distribution agency or creamery; soft drink bottling; telephone exchange

3. Commercial sports activities, such as bowling alley, golf driving range or miniature golf course, skating rink, swimming pool, archery range, pony ride.

4. Commercial recreation activities, such as boxing, sports arena or go-cart track; pool room, games of skill and chance, penny arcades.

5. Sale and display of automobile secondhand parts, (no wrecking); secondhand merchandise, inside storage only; construction machinery and equipment, tractors, agricultural implements, heavy machinery; pumps; welding equipment and supplies; restaurants and hotel supplies and equipment; motorcycles; monuments; building supplies (in a building); lumberyard; utility trailers (including storage).

6. Miscellaneous utility uses, such as express office, gas regulator station, railroad freight yards and storage tracks, transformer and electrical switching station, motor bus terminal.

7. Repair and shop uses, such as auto body and paint shop, tinsmith, boat and boat motor repair (up to 45 feet).

8. Water related uses, such as boat and marine motor service and repair while boats are in water, boat rental, charter boats, commercial wharves, piers, slips and anchorages.

9. Mobile home as accessory use for security to protect property against vandals, thieves, etc., providing that any grant of a special exception shall set a time limit of not to exceed five years. However, this shall not permit the use of an RV or travel trailer for this purpose.

10. Central wastewater and water treatment facilities serving more than one development.

11. Wireless communications facility (WCF) or transmission tower or tower, including lattice towers, guyed towers, monopole towers, ground-mounted towers and

alternative tower structure or other similar wireless communications facilities, pursuant to the standards contained in sections 12.08.133 and 12.08.135 of this Code.

12. Keeping of exotic and wild animals pursuant to section 12.05.316 of this Code.

13. Flea market, open. Approval shall be subject to the conditions and requirements pursuant to section 12.08.108 of this Code.

Highlands County, Florida
Comprehensive Plan Amendment Application
Small Scale Comprehensive Plan Map Amendment (more than 20 acres)

Change from: RH Change to: COMMERCIAL

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

STAFF USE ONLY:

Case Number: CPA- 21 - 586 **SS** **Date of Application:** 3/16/2021

Amount of Fee: $ 1500.00 **Tax Map No.:** 28-A

Hearing Dates: P&Z 5/11/21 **BOCC** 6/15/21

~~210.30009~~

This application has been reviewed for completeness and determined sufficient.

Melon C Dupper 3/26/2021
Signed: Planning Supervisor **Date**

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C- See Attached List **STRAP No. C-**___-___-___-___-___-___

STRAP No. C-___-___-___-___-___-___ **STRAP No. C-**___-___-___-___-___-___

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   Print Name(s): PARKSIDE VILLAGE OF SEBRING LLC

   Mailing Address: 2636 MELLOW LANE SEBRING, FLA. 33870

   Daytime Telephone No. (863) 385-1796 **E-Mail Address:** pwhandley@embarqmail.com

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   Print Name: RICK WHIDDEN

   Mailing Address: 4108 MULLIGAN CT. W. SEBRING, FLA. 33872

   Daytime Telephone No. (863) 381-1516 **E-Mail Address:** RICKWHIDDENDRAFTING@GMAIL.COM

NOTARIZED AUTHORIZATION:

- ☐ If the Applicant is not the Owner of the property, a written, notarized authorization from each Owner must be provided with this application – use Form A, attached. Property Owner authorization is required. If the Property Owner withdraws permission at any point during the review and approval process, the application is considered null and void.

- ☑ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved: PROPERTY IS LOCATED ON A MAJOR COLLECTOR HIGHWAY, 1/3 OF A MILE FROM THE ENTRANCE TO A MAJOR STATE PARK AND IS DIRECTLY ADJACENT TO PROPERTIES ZONED R-3 AND R-3,FUD

4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.
   a. Goal(s) FLU ELEMENT
   b. Objective(s) OBJECTIVE 1 GROSS MANAGEMENT STRATEGY
   c. Policy(ies) POLICY 1.2.D.7 COMMERCIAL

PROPERTY INFORMATION:

5. **Legal Description(s) of Property Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description: complete description including section, township and range. SEE ATTACHED LEGAL & PARCEL ID #'S

6. **Street Address(es) of Property Covered by the Application:** SEE ATTACHED ADDRESSES

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:** WEST SEBRING EST SEC B

8. **Existing Zoning District:** R-3,FUD **Existing Future Land Use Classification:** RH

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc. VACANT

10. **Are there existing structures on the property?** [ ] **Yes** [X] **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other) NO STRUCTURES

    If multiple units, the number of dwellings per building: N/A

11. **Existing Property Information:** Size of Property (width) 970.0 feet, (depth) 125.0 feet, road frontage 1,315.0 feet, water frontage 0 feet, **Total acres:** 3.0

If different from the total acreage, the developable portion is N/A +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☐ **Yes** ☑ **No** **If yes,** explain:

14. **Current Uses on the Adjacent Properties:**

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	CHURCH, S.F & COMM	RH, RM & COMM	R-3, R-1 & B-2
South	TRIPLEX & DUPLEX	RH	R-3 & R-3,FUD
East	S.F. & TRIPLEX	RH	R-3 & R-3,FUD
West	STATE PRESERVATION	CM	CM

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** 65,000

16. **Residential Density:** The proposed density is N/A units per acre.

17. **Intensity:** The proposed intensity is 65,000 square feet at 49% Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☑ **Yes** ☐ **No**
If yes, the potable water system requirements will be accommodated by the CITY OF SEBRING water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐ **Yes** ☑ **No**
If Yes, the wastewater treatment system requirements will be accommodated by the _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

END OF APPLICATION

ATTACHMENTS:

1. Owner's Affidavit(s) or Corporate Affidavit
2. Agent's Affidavit(s)
3. Notarized authorization from each owner, as applicable (Form A)
4. Notarized authorization for agent to submit petition, as applicable (Form B)
5. Public Utility Information Request Sample Letter
6. Public School Information Request Sample Letter
7. Application Due Dates
8. Fee Schedule

JOHN SHOOP, MAYOR

COUNCIL:
LENARD CARLISLE PRESIDENT
CURT IVY, PRO-TEMPORE
TOM DETTMAN
CURT IVY
CHARLIE LOWRANCE
MARK STEWART

SEBRING
CITY ON THE CIRCLE

321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

March 4, 2021

Mr. Rick Whidden
4108 Mulligan Court West
Sebring, FL 33872-3876

Re: Water and Sewer availability and capacity – Lots 169,170,171,172,173,174,175,176,177,178,179,180,and 196, West Sebring Estates, Section B, Plat Book 7, Page 43, of the Public Records of Highlands County, Florida.

Dear Mr. Whidden,

This letter is to confirm the City of Sebring has sufficient water capacity to provide potable water service to the above listed properties. Unfortunately, the City does not have sanitary sewer available to serve these properties.

Listed below is the City's water capacity data you requested:
Potable Water

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,190,357 GPD
Excess capacity: 2,620,828 GPD
This development demand: N/A GPD

Please let me know if you have any questions or if I may be of further assistance.

Best regards,

Bob Boggus
Utilities Director

cc: Kim Shands, Administrative Coordinator

PARKSIDE LEGAL DESCRIPTION:

Lots 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, and 196, WEST SEBRING ESTATES, SECTION B, according to the Plat thereof recorded in Plat Book 7, Page 43, of the Public Records of Highlands County, Florida.


WEST SEBRING EST.
SECTION "B"
SITE
SCALE: 1 INCH = 100 FEET
TO HIGHLANDS HAMMOCK STATE PARK
S 88°51'30"W - 5307.94' (Sec Co
℄ STATE ROAD
HAMMOCK
CAPRI
MAYFAIR
LAKEVIEW DRIVE
WOOD
ROBERT
BLVD.
DRIVE
CEDAR
CHURCH ST.
AVE.
HOLLYWOOD
BLOSSOM DR.
LINCOLN
AVENUE
NORTH
WEST

PARKSIDE VILLAGE OF SEBRING LLC

Strap #'s

C-03-35-28-020-0000-1690	C-03-35-28-020-0000-1700
C-03-35-28-020-0000-1710	C-03-35-28-020-0000-1720
C-03-35-28-020-0000-1730	C-03-35-28-020-0000-1740
C-03-35-28-020-0000-1750	C-03-35-28-020-0000-1760
C-03-35-28-020-0000-1770	C-03-35-28-020-0000-1780
C-03-35-28-020-0000-1790	C-03-35-28-020-0000-1800
C-03-35-28-020-0000-1960	

SITE ADDRESSES:

4119, 4121, 4127, 4131, 4137, 4141, 4317, 4325, 4337, 4415, 4427, 4439

HAMMOCK ROAD SEBRING, FLA. 33875

AND

4413 GRASS AVE. SEBRING FLA. 33875

ORDINANCE NO. 20-21-18

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-03-35-28-020-0000-1800, C-03-35-28-020-0000-1730, C-03-35-28-020-0000-1790, C-03-35-28-020-0000-1720, C-03-35-28-020-0000-1780, C-03-35-28-020-0000-1710, C-03-35-28-020-0000-1770, C-03-35-28-020-0000-1700, C-03-35-28-020-0000-1760, C-03-35-28-020-0000-1690, C-03-35-28-020-0000-1750, C-03-35-28-020-0000-1960, AND C-03-35-28-020-0000-1740; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SITE-SPECIFIC CONDITIONS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.3167 empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-03-35-28-020-0000-1800, C-03-35-28-020-0000-1730, C-03-35-28-020-0000-1790, C-03-35-28-020-0000-1720, C-03-35-28-020-0000-1780, C-03-35-28-020-0000-1710, C-03-35-28-020-0000-1770, C-03-35-28-020-0000-1700, C-03-35-28-020-0000-1760, C-03-35-28-020-0000-1690, C-03-35-28-020-0000-1750, C-03-35-28-020-0000-1960, and C-03-35-28-020-0000-1740 (Property), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on May 11, 2021, to review the small-scale amendment to the Property, identified by CPA-21-586SS, which proposes a change to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission recommended approval of CPA-21-586SS and adoption of the subject Future Land Use Map amendment; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-21-586SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-21-586SS, is consistent with the goals, objectives and policies of the Plan; and

WHEREAS, the County has determined that Environmental clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map amendment, CPA-21-586SS; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-21-586SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, the County has determined that the Property that is the subject of CPA-21-586SS is not located within an area of critical state concern; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID#s C-03-35-28-020-0000-1800, C-03-35-28-020-0000-1730, C-03-35-28-020-0000-1790, C-03-35-28-020-0000-1720, C-03-35-28-020-0000-1780, C-03-35-28-020-0000-1710, C-03-35-28-020-0000-1770, C-03-35-28-020-0000-1700, C-03-35-28-020-0000-1760, C-03-35-28-020-0000-1690, C-03-35-28-020-0000-1750, C-03-35-28-020-0000-1960, and C-03-35-28-020-0000-1740 consisting of approximately 3 acres and more particularly described as:

> Lots 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, and 196, West Sebring Estates, Section B, according to the Plat thereof recorded in Plat Book 7, Page 43, of the Public Records of Highlands County, Florida.

is hereby changed from “High Density Residential” to “Commercial”.

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Commercial.

SECTION 3. SITE-SPECIFIC CONDITIONS. The following conditions are hereby adopted as a requirement for development of the real property described in Section 2 of this Ordinance:

A. Access from Hammock Road shall be limited to three (3) driveways with internal traffic circulation between businesses;
B. Landscaping shall be installed to meet the current Highlands County Land Development Regulations at time of development;
C. Any road improvements necessary at the time of development, shall be the responsibility of the developer;
D. The parcel located at 4413 Grass Avenue shall be used for parking and/or retention only;
E. Exterior lighting fixtures shall be erected to shield adjacent residential property owners from the glare and the lighting shall be directed to shine onto the subject property, to reduce any negative impact on the adjacent residential properties; and
F. A Perpetual Restrictive Easement and Declaration of Covenants and Restrictions shall be prepared and recorded, restricting the use of the property to the following uses and allowing no other uses:

1. Any use permitted in a B-1 or B-2 district.
2. Retail establishments for plumbing and electrical fixtures.
3. Service establishments such as pest control agency; hand laundry, job printing shop, locksmith, barbecue stand or drive-in restaurant or refreshment stand, plant nursery, taxidermist, veterinarian or animal hospital; crating, packing, shipping service, including fruit packing and shipping; distribution service; packing, delivery, wholesale magazine agency.
4. Commercial recreation activities, such as nightclub, tavern, bar or other establishment for consumption of alcoholic beverages on-premises, theater, aquarium, assembly hall, museum and exhibits.
5. Service establishments, such as ambulance service, trade or vocational school.
6. Repair and shop uses such awning and canvas shop, carpenter, cabinet or furniture repair shop, heating, roofing, sheet metal, electrical or plumbing contractor or repair shop, sign shop, upholstering.
7. Light assembly of pre-manufactured products.
8. Wholesale, warehouse or storage uses, such as ice or cold storage plant and frozen food lockers; wholesale establishments, storage warehouse.
9. Residential uses when accessory to a commercial use, provided that the residential FAR does not exceed the commercial FAR, does not exceed 50% of the property, and is located behind or above the commercial use.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed

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

SECTION 5. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-21-586SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 7. CONFLICTS. All Ordinances or parts of Ordinances 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 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 9. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

Signatures on Following Page

DONE AND ADOPTED this 15th day of June, 2021.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Scott A. Kirouac, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2077, changing the Official Zoning Atlas for 13 parcels totaling 3 acres, from Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Business District (B-3).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for 13 parcels totaling 3 acres, from Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Business District (B-3). The parcels are vacant of structures and covered with native vegetation.

There is a companion request for a small scale comprehensive plan amendment from High Density Residential (RH) to Commercial (C), CPA-21-586SS.

The Planning and Zoning Commission voted 5-2 to recommend denial of P&Z 2077 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution, P&Z Hearing No. 2077, changing the Official Zoning Atlas for 13 parcels totaling 3 acres, from Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2077 Parkside Village of Sebring for BCC
Application P&Z 2077 Parkside Village of Sebring for BCC
Resolution P&Z 2077 Parkside Village of Sebring for BCC

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 6/15/2021
Case Number: P&Z 2077	**Case Name:** Parkside Village of Sebring
Agent: Rick Whidden	**Property Owners:** Parkside Village of Sebring, LLC
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Rezone for 13 parcels totaling 3 acres, from Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Business District (B-3)

General Location: 13 parcels totaling 3 acres located approximately 2.3 miles west of US 27 and 0.3 miles east of CR 635 on the south side of Hammock Road between Lockman Blvd. and Hollywood Blvd.; the addresses being 4119, 4121, 4127, 4131, 4137, 4141, 4317, 4325, 4337, 4415, 4427, 4439 Hammock Road and 4413 Grass Avenue, Sebring, FL

PARCEL ID:

C-03-35-28-020-0000-1800
C-03-35-28-020-0000-1790
C-03-35-28-020-0000-1780
C-03-35-28-020-0000-1770
C-03-35-28-020-0000-1760
C-03-35-28-020-0000-1750
C-03-35-28-020-0000-1740
C-03-35-28-020-0000-1730
C-03-35-28-020-0000-1720
C-03-35-28-020-0000-1710
C-03-35-28-020-0000-1700
C-03-35-28-020-0000-1690
C-03-35-28-020-0000-1960

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution, P&Z 2077, changing the Official Zoning Atlas for 13 parcels totaling 3 acres, from Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2077, changing the Official Zoning Atlas for 13 parcels totaling 3 acres from Multiple-Family Dwelling including Motel and Hotel District with a

Flexible Unit Development (R-3 FUD) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the May 11, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "D. HEARING NUMBER P&Z 2077 PARKSIDE VILLAGE OF SEBRING, LLC – C/O RICK WHIDDEN** 13 parcels totaling 3 acres located approximately 2.3 miles west of US 27 and 0.3 miles east of CR 635 on the south side of Hammock Road between Lockman Blvd. and Hollywood Blvd.; the addresses being 4119, 4121, 4127, 4131, 4137, 4141, 4317, 4325, 4337, 4415, 4427, 4439 Hammock Road and 4413 Grass Avenue, Sebring, FL; and legally described as follows: Lots 169 – 180 and Lot 196, West Sebring Estates, Section B, according to the plat thereof as recorded in Plat Book 7, Page 43 of the Public Records of Highlands County, Florida.

   The Applicant is requesting a zoning change from Multiple-Family Dwelling including Motel and Hotel with a Flexible Unit Development District (R-3 FUD) to Business District (B-3).

   Mr. Roberts read the request; Ms. Vazquez and Mr. Whidden presented the request. There were two (2) letters received in objection, and zero (0) in favor of the request; eight (8) people in the audience spoke in objection to the request, and no one spoke in favor of the request. The concerns included increased traffic, uncertainty of what could be built there, the negative impacts to the multi-use path, buffering between neighboring properties, wildlife, noise, and increased crime in the area.

   Motion by Mr. Ingler and seconded by Mrs. Mack to recommend to the Board of County Commissioners to not approve and adopt by Resolution, P&Z 2077, changing the Official Zoning Atlas for approximately 13 parcels totaling 3 acres from Multiple-Family Dwelling including Motel and Hotel with a Flexible Unit Development District (R-3 FUD) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

   Upon roll call, Mrs. Hunnicutt and Mr. Howard voted no, and Mr. Ingler, Mr. Reed, Mrs. Mack, Mr. Boring, and Mr. Roberts voted yes. **Motion to recommend denial carried 5-2.**

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a change to the Official Zoning Atlas for 13 parcels totaling 3 acres, from R-3 FUD to B-3.

   The parcel is vacant of structures and is covered with native vegetation. The Applicant is proposing to utilize the property for future commercial development.

   There is a companion request for a Future Land Use Map Amendment from High Density Residential (RH) to Commercial (C), CPA-21-586SS.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	RH	R-3 FUD
Adjacent Property to the North	Single-Family Residences/Commercial/ Church	C/RH/ Medium Density Residential (RM)	Limited Business District (B-2)/ Residential District (R-1)/ R-3
Adjacent Property to the South	Vacant/ Single-Family Residences/ Multiple-Family Dwellings	RM	R-1
Adjacent Property to the East	Single-Family Residences	RH	R-3/R-3 FUD
Adjacent Property to the West	State Park	Conservation/ Management Lands (CM)	Conservation/ Management Lands District (CM)

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.4, High Density Residential and Policy 1.2.D.7, Commercial (C).

Zoning…Highlands County Land Development Regulations (LDRs): Sections 12.05.213 and 12.05.291: Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) and Section 12.05.242: Business District (B-3).

4. Department Analysis and Comments of Petitioner's Proposal:

4.A. The Departments, Divisions, and Agencies listed below provided comments as follows:

Engineering Department: Approved with conditions. At the time of development, the Applicant shall undergo the development review process, and additional requirements may be identified at that time.

Zoning Division: The staff has no objection to this request.

Florida Department of Health: No objection. If this is considered a new subdivision on city water and each lot requiring their own septic system, each lot would need to be a minimum 0.25 acres.

4.B. The following Departments, Divisions, and Agencies offered no comment: Florida Department of Environmental Protection and Florida Department of Transportation

4.C. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue, and Highlands County Natural Resources.

Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

5.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as level with an elevation of 140 feet.
2. **Soils:** The soil underlying the site is *Satellite, Basinger-Urban Land Complex*, the soil is nearly level and somewhat poorly drained. The complex consists of *Satellite Sand, Basinger Sand* and *Urban Land* that are mixed or too small to map separately. The Urban land part of this complex consists of housing developments, recreational areas, shopping centers and other urban structures, Open land areas are mainly lawns, playground, and vacant lots. Included in the mapping are small areas of *Archbold*, *Immokalee*, *Myakka* and *Placid* soils.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site is covered in native vegetation.

5.B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Current Zoning Designation:** The site has a zoning designation of R-3 FUD.
3. **Proposed Zoning Designation:** The proposed zoning designation is B-3.
4. **Current Population Yield:** The current zoning allows 21 dwelling units. The parcel would currently carry a potential population yield of 47.25 persons; 21 dwelling units x 2.25 persons = 47.25 persons.
5. **Proposed Intensity:** The proposed zoning allows a maximum up to 0.70 FAR for office; up to 0.80 for other commercial uses.
6. **The Applicant's proposed development program:** The Applicant is proposing to use the site for commercial purposes.

5.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site does not contain any Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.

3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0207C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within a Military Airport Zone.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

5.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an on-site wastewater system that shall be designed to connect to a central wastewater system when it becomes available.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Hammock Road and Grass Avenue. Internal traffic circulation between businesses will be required.
5. **Railroad Access:** There is no railroad access to the property.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

5.E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

5.F. Schools: The permitted uses within the B-3 zoning district are commercial in nature; however, residential uses are permitted as accessory to the business. If any project development generates student impacts to the school district; school concurrency **will be** required.

5.G. Airports: The subject property is located approximately 7.8 miles southeast of the Avon Park Executive Airport and 9.1 miles west of the Sebring Regional Airport.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners approve and adopt by Resolution, P&Z 2077, changing the Official Zoning Atlas for

13 parcels totaling 3 acres from Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Business District (B-3) referencing the mandatory findings of fact and becoming effective as provided by law.

6. Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map
Exhibit 5: Site Photographs

Exhibit 1:

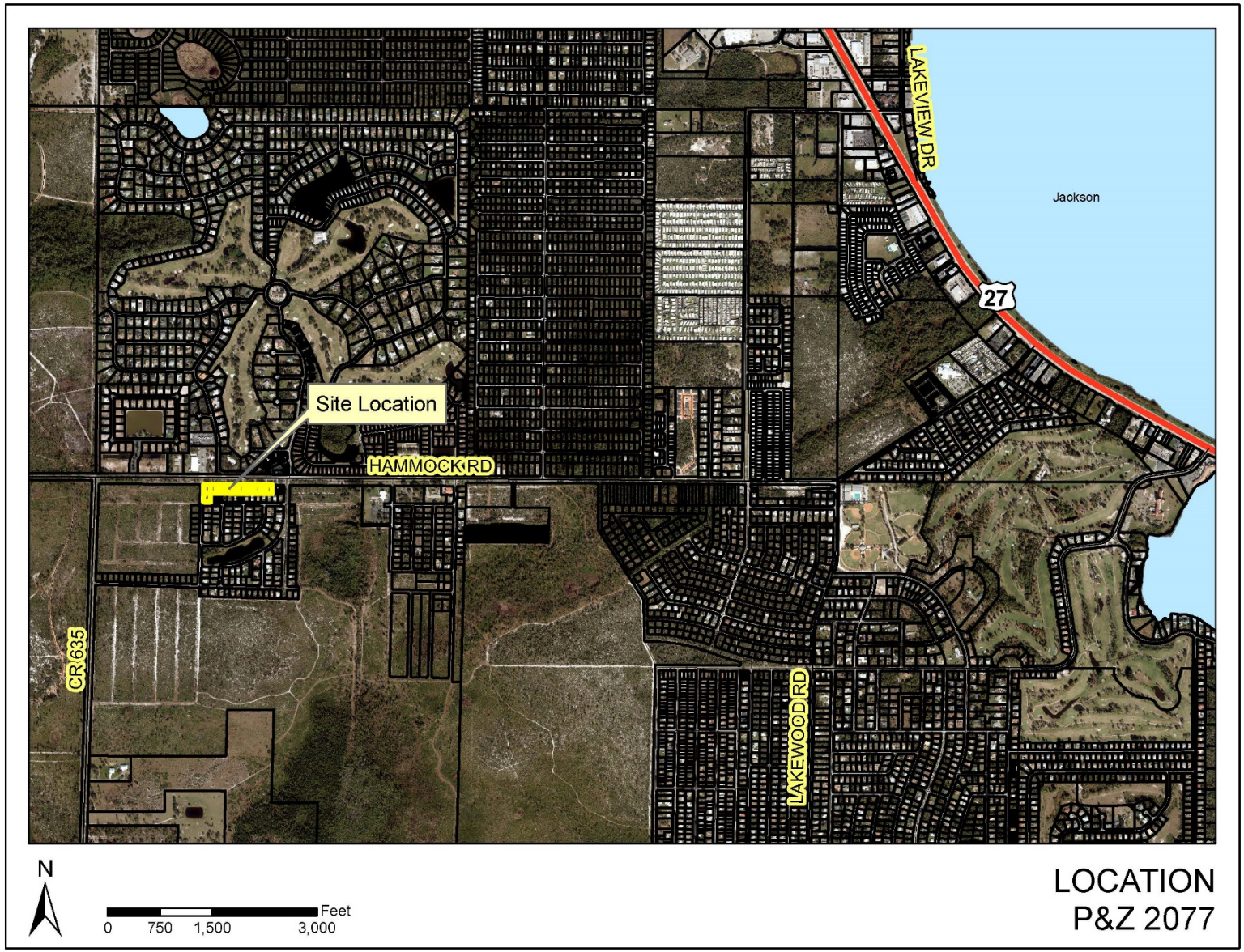

LAKEVIEW DR
Jackson
27
Site Location
HAMMOCK RD
CR 635
LAKEWOOD RD
N
Feet
0
750
1,500
3,000
LOCATION
P&Z 2077

Exhibit 2:

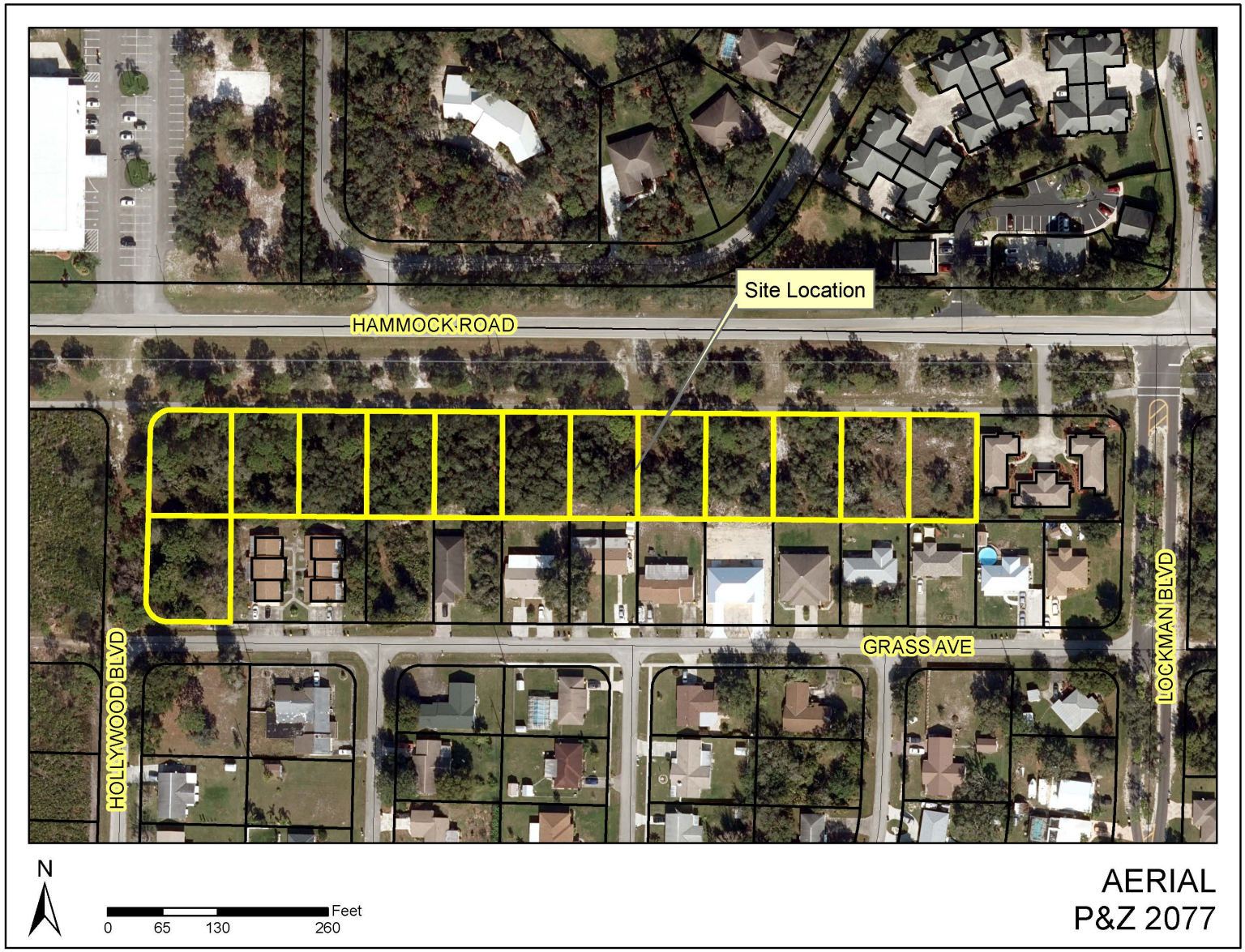

Site Location
HAMMOCK ROAD
HOLLYWOOD BLVD
GRASS AVE
LOCKMAN BLVD
N
Feet
0
65
130
260
AERIAL
P&Z 2077

Exhibit 3:

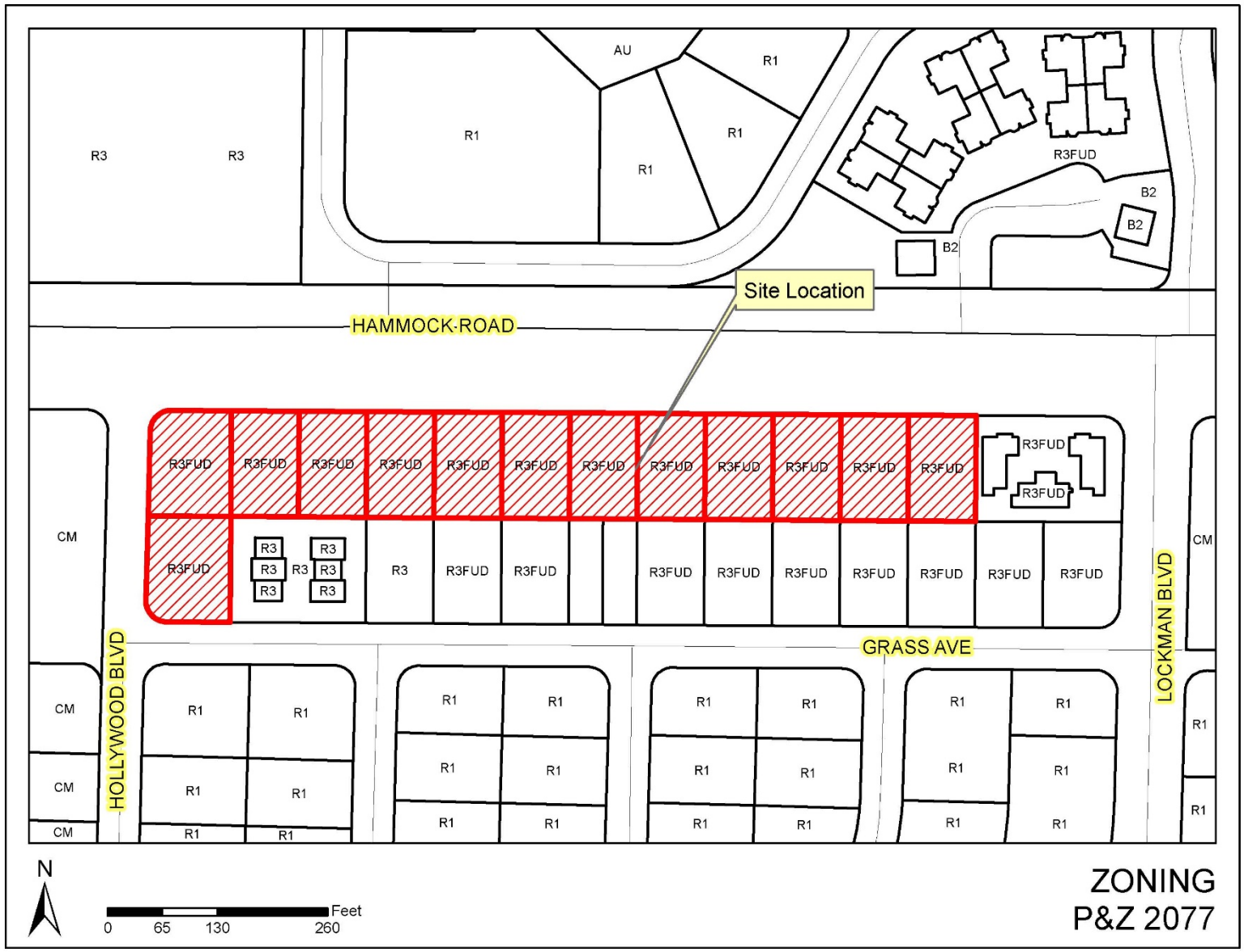

AU
R1
R3
R3
R1
R1
R1
R3FUD
B2
B2
B2
Site Location
HAMMOCK ROAD
R3FUD
CM
R3
HOLLYWOOD BLVD
GRASS AVE
LOCKMAN BLVD
N
Feet
0
65
130
260
ZONING
P&Z 2077

Exhibit 4:

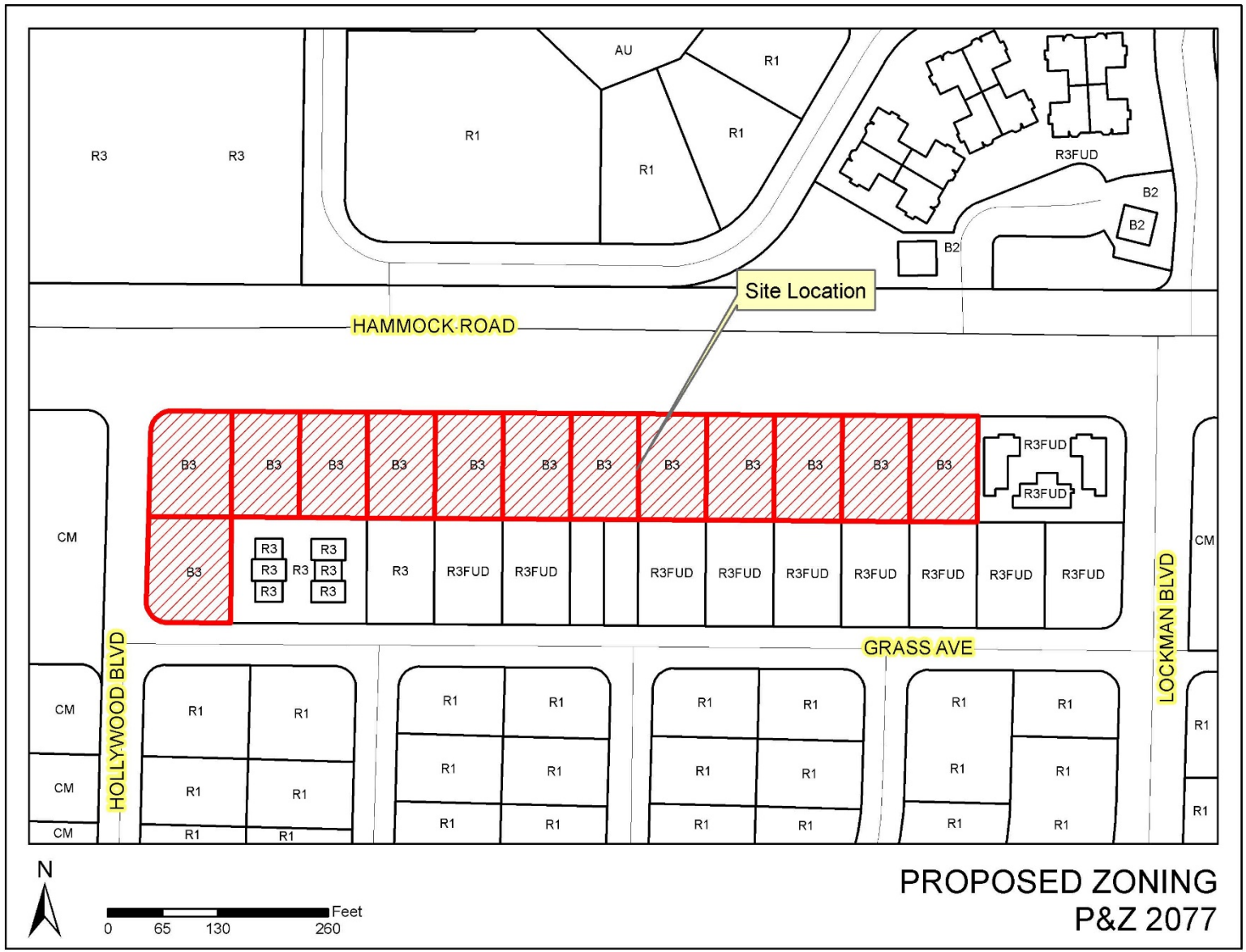

AU
R1
R3
R3
R1
R1
R1
R3FUD
B2
B2
B2
Site Location
HAMMOCK ROAD
B3
CM
R3
R3FUD
HOLLYWOOD BLVD
GRASS AVE
LOCKMAN BLVD
N
Feet
0
65
130
260
PROPOSED ZONING
P&Z 2077

Exhibit 5:





Highlands County, Florida
Zoning Change Application

Zoning change from: R-3,FUD
Zoning change to: B-3

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2077 **Date of Application:** 3/16/2021
Amount of Fee: $ 1950.00 **Receipt No.:** 21030008 **Tax Map No.:** 28-A
Hearing Dates: LP: — **P&Z:** 5/11/2021 **BCC:** 6/15/2021

****

This application has been reviewed for completeness and determined sufficient:

Zoning Supervisor — Date: 3/26/2021

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: PARKSIDE VILLAGE OF SEBRING LLC
   Mailing Address: 2636 MELLOW LANE SEBRING FLA. 33870
   Telephone No.: 863-385-1796 **E-Mail Address:** pwhandley@embarqmail.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: RICK WHIDDEN
   Mailing Address: 4108 MULLIGAN CT. W. SEBRING, FLA. 33872
   Telephone No.: 863-381-1516 **E-Mail Address:** RICKWHIDDENDRAFTING@GMAIL.com

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range.
   SEE ATTACHED LEGAL PARCEL ID #'S

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C- See attached **STRAP #:**C-
   STRAP #:C- **STRAP #:**C-

5. **Street Address(es) of Property Covered by the Application:**
   SEE ATTACHED STREET ADDRESSES

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District**: R-3,FUD **Existing Land Use Classification**: RH
Are the Zoning and Comprehensive Plan Consistent? ☑Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 970.0 feet, (depth) 125.0 feet, street frontage 1,315.0 feet, water frontage 0 feet, **Total acres** 3.0
If different from the total acreage, the upland, or developable portion is N/A +/- acres.

8. **Are there existing structures on the property?** ☐Yes ☑No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____

If multiple units, the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ☑No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ☑No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ☑No **If Yes,** in whose name and when? _____

12. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	CHURCH, S.F & COMM.	RH, RM & COMM.	R-3, R-1 & B-2
South	TRI-PLEX & DUPLEX	RH	R-3 & R-3,FUD
East	S.F. & TRI-PLEX	RH	R-3 & R-3,FUD
West	STATE PRESERVATION	CM	CM

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

13. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** PROPERTY OWNER DESIRES A ZONING & LAND USE TO ALLOW HIM THE MOST FLEXIBILITY FOR A FUTURE COMM. DEVELOPMENT.

14. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** 65,000 SQ. FT.

15. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) 133,125 square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of ~~existing~~ proposed building 65,000 divided by Parcel size 133,125 = FAR 49 %

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

16. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☑Yes ☐No
If Yes, the potable water system requirements will be accommodated by the CITY OF SEBRING water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating SEE ATTACHED gpcd.
b. The facility has a permitted capacity for SEE ATTACHED gpcd.
c. The facility has an average demand or committed capacity for SEE ATTACHED gpcd.
d. The facility has an excess capacity of SEE ATTACHED gpcd.
e. This proposed development will require approximately 650 gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. N/A **Applicant's Initial**

17. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐Yes ☑No

If Yes, the wastewater treatment system requirements will be accommodated by the N/A system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating SEE ATTACHED gpcd.
b. The facility has a permitted capacity for SEE ATTACHED gpcd.
c. The facility has an average demand or committed capacity for SEE ATTACHED gpcd.
d. The facility has an excess capacity of SEE ATTACHED gpcd.
e. This proposed development will require approximately 650 gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **Applicant's Initial**

18. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☑Yes ☐No _____ **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

19. **Solid Waste Disposal:** The proposed development will be served by the WASTE CONNECTIONS refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

20. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: N/A

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

21. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☐Yes ☑No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III _____.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

22. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

23. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

24. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

25. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

26. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

27. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

28. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ☑**No**

29. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ☑**No**

30. **Proposed Multiple Zoning Changes:** If more than one zoning change is being requested, it is necessary to show the exact areas to be covered by the different zoning designations. The legal description, along with an illustration showing the dimensions, of each different zoning designation must be included (Attach to the application if applicable).

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

PARKSIDE LEGAL DESCRIPTION:

Lots 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, and 196, WEST SEBRING ESTATES, SECTION B, according to the Plat thereof recorded in Plat Book 7, Page 43, of the Public Records of Highlands County, Florida.

PARKSIDE VILLAGE OF SEBRING LLC

Strap #'s

C-03-35-28-020-0000-1690	C-03-35-28-020-0000-1700
C-03-35-28-020-0000-1710	C-03-35-28-020-0000-1720
C-03-35-28-020-0000-1730	C-03-35-28-020-0000-1740
C-03-35-28-020-0000-1750	C-03-35-28-020-0000-1760
C-03-35-28-020-0000-1770	C-03-35-28-020-0000-1780
C-03-35-28-020-0000-1790	C-03-35-28-020-0000-1800
C-03-35-28-020-0000-1960	

SITE ADDRESSES:

4119, 4121, 4127, 4131, 4137, 4141, 4317, 4325, 4337, 4415, 4427, 4439

HAMMOCK ROAD SEBRING, FLA. 33875

AND

4413 GRASS AVE. SEBRING FLA. 33875

JOHN SHOOP, MAYOR

COUNCIL:
LENARD CARLISLE PRESIDENT
CURT IVY, PRO-TEMPORE
TOM DETTMAN
CURT IVY
CHARLIE LOWRANCE
MARK STEWART

SEBRING
CITY ON THE CIRCLE

321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

March 4, 2021

Mr. Rick Whidden
4108 Mulligan Court West
Sebring, FL 33872-3876

Re: Water and Sewer availability and capacity – Lots 169,170,171,172,173,174,175,176,177,178,179,180,and 196, West Sebring Estates, Section B, Plat Book 7, Page 43, of the Public Records of Highlands County, Florida.

Dear Mr. Whidden,

This letter is to confirm the City of Sebring has sufficient water capacity to provide potable water service to the above listed properties. Unfortunately, the City does not have sanitary sewer available to serve these properties.

Listed below is the City's water capacity data you requested:
Potable Water

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,190,357 GPD
Excess capacity: 2,620,828 GPD
This development demand: N/A GPD

Please let me know if you have any questions or if I may be of further assistance.

Best regards,

Bob Boggus
Utilities Director

cc: Kim Shands, Administrative Coordinator

RESOLUTION NO. 20-21-108

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#S C-03-35-28-020-0000-1800, C-03-35-28-020-0000-1730, C-03-35-28-020-0000-1790, C-03-35-28-020-0000-1720, C-03-35-28-020-0000-1780, C-03-35-28-020-0000-1710, C-03-35-28-020-0000-1770, C-03-35-28-020-0000-1700, C-03-35-28-020-0000-1760, C-03-35-28-020-0000-1690, C-03-35-28-020-0000-1750, C-03-35-28-020-0000-1960, AND C-03-35-28-020-0000-1740; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of those properties identified by the Highlands County Property Appraiser through Parcel ID#s C-03-35-28-020-0000-1800, C-03-35-28-020-0000-1730, C-03-35-28-020-0000-1790, C-03-35-28-020-0000-1720, C-03-35-28-020-0000-1780, C-03-35-28-020-0000-1710, C-03-35-28-020-0000-1770, C-03-35-28-020-0000-1700, C-03-35-28-020-0000-1760, C-03-35-28-020-0000-1690, C-03-35-28-020-0000-1750, C-03-35-28-020-0000-1960, and C-03-35-28-020-0000-1740 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering economic objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File

indicate that there are no known cultural resources on the property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW, **THEREFORE BE IT RESOLVED**, by the Board, after public hearing and comment that:

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

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID#s C-03-35-28-020-0000-1800, C-03-35-28-020-0000-1730, C-03-35-28-020-0000-1790, C-03-35-28-020-0000-1720, C-03-35-28-020-0000-1780, C-03-35-28-020-0000-1710, C-03-35-28-020-0000-1770, C-03-35-28-020-0000-1700, C-03-35-28-020-0000-1760, C-03-35-28-020-0000-1690, C-03-35-28-020-0000-1750, C-03-35-28-020-0000-1960, and C-03-35-28-020-0000-1740 and more particularly described as:

Lots 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180 and Lot 196, West Sebring Estates, Section B, according to the Plat thereof as recorded in Plat Book 7, Page 43 of the Public Records of Highlands County, Florida.

is hereby changed from Multiple Family Dwelling including Motel and Hotel District (R-3) to Business District (B-3).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Business District (B-3).

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2077, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 8. Effective Date. This Resolution shall take effect immediately after Highlands County Ordinance 20-21-18, adopting a small-scale comprehensive plan amendment to change the land use designation on the Property from "High Density Residential" to "Commercial".

DONE AND ADOPTED, this 15th day of June, 2021.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Scott A. Kirouac, Chairman

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

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

SUBJECT/TITLE: **A Resolution of the Highlands County Board of County Commissioners (County), Pertaining to the Re-Imposition of the Solid Waste Special Assessment' Providing for Legislative Findings and Intent; Providing for Authority; Providing for Benefitted Assessed Property; Providing for Imposition and Computation of Solid Waste Special Assessments; Providing a Legislative Determination of Special Benefit and Fair Apportionment; Providing Residential Solid Waste Assessment Schedule; Providing for an Assessment Roll; Providing Authorization for Public Hearing; Providing for Notice by Publication; Providing for Notice by Mail; Providing for Method of Collection; Providing for Application of Assessment Proceeds; providing a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.**

STATEMENT OF ISSUE

Highlands County Code of Ordinances, Chapter 8.5, Solid Waste, Article III, Assessment, authorizes the annual imposition of a solid waste assessment for the purpose of providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County.
The County desires to re-impose its annual solid waste assessment outside of the rates established in prior annual assessment Resolutions for funding solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County.

RECOMMENDED ACTION

Move to approve the Resolution of the Highlands County Board of County Commissioners (County), Pertaining to the Re-Imposition of the Solid Waste Special Assessment' Providing for Legislative Findings and Intent; Providing for Authority; Providing for Benefitted Assessed Property; Providing for Imposition and Computation of Solid Waste Special Assessments; Providing a Legislative Determination of Special Benefit and Fair Apportionment; Providing Residential Solid Waste Assessment Schedule; Providing for an Assessment Roll; Providing Authorization for Public Hearing; Providing for Notice by Publication; Providing for Notice by Mail; Providing for Method of Collection; Providing for Application of Assessment Proceeds; providing a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

FISCAL IMPACT

Proposed Increase for assessment to $240 would be an increase of $2,561,611 in assessment revenue based on the current residential units. If not approved, this amount may create a funding shortfall for the solid waste cost center.

Attachments: Resolution 20-21.Prelim Reimposition solid waste assessment.FY21-22.SGS.pdf

RESOLUTION NO. 20-21-115

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS (COUNTY), PERTAINING TO THE RE-IMPOSITION OF THE SOLID WASTE SPECIAL ASSESSMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY; PROVIDING FOR BENEFITTED ASSESSED PROPERTY; PROVIDING FOR IMPOSITION AND COMPUTATION OF SOLID WASTE SPECIAL ASSESSMENTS; PROVIDING A LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING RESIDENTIAL SOLID WASTE ASSESSMENT SCHEDULE; PROVIDING FOR AN ASSESSMENT ROLL; PROVIDING AUTHORIZATION FOR PUBLIC HEARING; PROVIDING FOR NOTICE BY PUBLICATION; PROVIDING FOR NOTICE BY MAIL; PROVIDING FOR METHOD OF COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County Code of Ordinances, Chapter 8.5, Solid Waste, Article III, Assessment (hereafter referred to as the "County Code" or "Ordinance"), authorizes the annual imposition of a solid waste assessment for the purpose of providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

WHEREAS, the solid waste assessment is imposed each fiscal year in an equitable and efficient method of allocating and apportioning, based on residential dwelling units, in order to pay for the cost of providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

WHEREAS, the County desires to re-impose its annual solid waste assessment outside of the rates established in prior annual assessment Resolutions for funding solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

WHEREAS, the County has determined that it is in the best interest of its residential citizens for it to update the assessment roll and re-impose the solid waste assessment for the Fiscal Year beginning October 1, 2021.

WHEREAS, the County Code provides for the establishment of the annual solid waste assessment by resolution.

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

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

SECTION 2. Authority. This Resolution is adopted pursuant to the provisions of the County Code, Florida Statutes, Section 197.3632, and other applicable provisions of Florida law.

SECTION 3. Benefitted Assessed Property. It is hereby ascertained, determined and declared that each parcel of assessed residential property located within the geographic area of the County as described in **Exhibit "A"** attached hereto will be benefited by the County's operation of a residential solid waste collection and disposal program.

SECTION 4. Imposition and Computation of Solid Waste Assessment. The solid waste assessment shall be imposed against the Benefitted Assessed Properties until discontinued or changed.

SECTION 5. Legislative Determination of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the County Code are affirmed and incorporated herein by reference.

SECTION 6. Residential Solid Waste Assessment Schedule. The following table reflects the proposed residential solid waste assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2021:

Solid Waste Assessment Rates

Property Category	Rate Per Dwelling Unit
Residential	$240.00

SECTION 7. Assessment Roll.

A. The County Administrator is hereby directed to prepare, or cause to be prepared, a preliminary assessment roll for the Fiscal Year commencing October 1, 2021. The assessment roll shall include all Benefitted Assessed Property located within the boundaries described in Section 3 hereof.

B. It is hereby ascertained, determined and declared that the method for determining the solid waste assessment as set forth herein is a fair and reasonable method of apportioning the residential solid waste collection and disposal program cost among benefitted parcels on the assessment roll for the County.

SECTION 8. Authorization for Public Hearing. There is hereby established a public hearing to be held at 9:00 a.m., on Tuesday, August 3, 2021, in the Commission Chambers of the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring Florida, 33870, at which time the County will receive and consider any comments on the final solid waste assessment from the public and affected property owners and consider imposing the solid waste assessment for the Fiscal Year commencing October 1, 2021, collecting such assessments imposed on Benefitted Assessed Property within the County on the same bill as ad valorem taxes pursuant to the Uniform Assessment Collection Act.

SECTION 9. Notice by Publication. The County Administrator, or designee, shall publish notice of the public hearing authorized by Section 8 hereof in the manner and time provided in Section 8.5-45 of the County Code. The notice shall be published no later than June 29, 2021, in substantially the form attached hereto as **Exhibit "B"**.

SECTION 10. Notice by Mail. The County Administrator, or designee, shall also provide notice by first class mail to the owner of each Benefitted Assessed Property, as required by Section 8.5-45 of the County Code. Such notice shall be in substantially the form attached hereto as **Exhibit "C"**. The notices shall be mailed no later than June 29, 2021. If the County determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under Florida Statutes, Section 200.069, also fulfills the requirements of this section, then the separate mailing requirement will be deemed to be fulfilled by the TRIM notice.

SECTION 11. Method of Collection. It is hereby declared that the solid waste assessment re-imposed on Benefitted Assessed Property in the County shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2021.

SECTION 12. Application of Assessment Proceeds. Proceeds derived by the County from the solid waste assessment will be utilized for the providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund solid waste and recyclable materials collection and disposal services, facilities and programs and the operation and management of a sanitary landfill within the County.

SECTION 13. Savings Clause. All prior actions of Highlands County pertaining to the preliminary residential solid waste assessment rate, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 14. 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 15. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 16. 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 17. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of June 2021.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____

SCOTT KIROUAC, CHAIRMAN

ATTEST:

_____

Jerome Kaszubowski, Clerk of Court

Exhibit "A"

The areas to be affected by the levy shall embrace all of Highlands County, less the incorporated areas thereof, and said county boundaries are described as follows:

7.28 HIGHLANDS COUNTY - -The boundary lines of Highlands County are as follows: Beginning at the Northwest corner of Township thirty-three South, Range twenty-eight East; thence East on Township line dividing Townships thirty-two and thirty-three South, to the intersection of same with the Kissimmee River; thence southerly along the thread of said river and bordering Okeechobee County, to the intersection of the Township line dividing Townships thirty-seven and thirty-eight South with said river and boundary; thence West on said township line to the Southwest corner of Township thirty-seven South, Range thirty-two East; thence South on range line dividing ranges thirty-one and thirty-two East to the Southwest corner of Township thirty-eight South, Range thirty-two East; thence West on the Township line dividing townships thirty-eight and thirty-nine South to the Northwest corner of Township thirty-nine South, Range thirty-one East; thence South on the range line dividing ranges thirty and thirty-one East, to the Southwest corner of Township thirty-nine South, Range thirty-one East; thence West on the Township line dividing Townships thirty-nine and forty South, to the Northwest corner of Township Forty South, Range twenty-eight East; thence North on the range line dividing ranges twenty-seven and twenty-eight East to the Place of Beginning. Less the incorporated areas lying therein.

Exhibit "B"
(To be published no later than June 29, 2021)

NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SPECIAL ASSESSMENTS

Notice is hereby given that the Highlands County Board of County Commissioners, will conduct a public hearing to consider re-imposition of the Solid Waste Special Assessment for the provision of solid waste related services, facilities and programs within the unincorporated boundaries of Highlands County for the Fiscal Year beginning October 1, 2021.

The public hearing will be held at 9:00 a.m., or as soon thereafter as possible, on August 3, 2021, in the Board Chambers at the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring, Florida, 33870, for the purpose of receiving public comment on the proposed assessments. This public hearing 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.

All affected property owners have a right to appear at the hearing and to file written objections with the Board of County Commissioners within 20 days of this notice. If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6509 or by Florida Rely Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

The following table reflects the proposed solid waste assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2021:

Solid Waste Assessment Rates

Property Category	Rate Per Dwelling Unit
Residential	$240.00

Copies of the Solid Waste Codes and Ordinances, the Preliminary Rate Resolution, the preliminary assessment roll, and other documentation related to the proposed re-imposition of the solid waste special assessment are available for inspection at the County Administrator's office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the County at (863) 402-6500 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

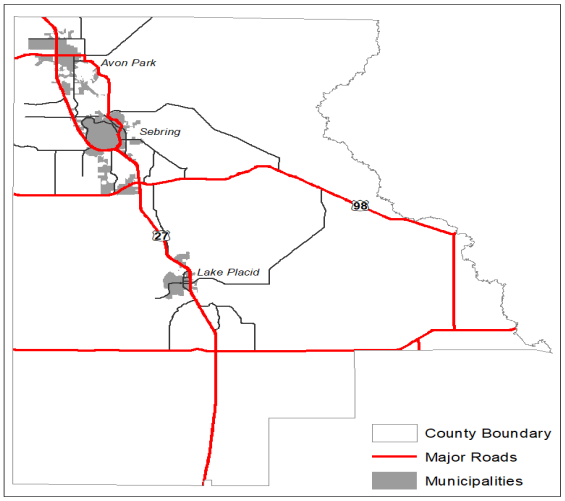


EXHIBIT "C"

Highlands County
Board of County Commissioners
FLORIDA
600 S Commerce Avenue
Sebring, Florida 33870
PROVIDE

HIGHLANDS COUNTY,

NOTICE OF HEARING TO IMPOSE AND FOR COLLECTION OF SOLID WASTE NON-AD VALOREM ASSESSMENTS

NOTICE DATE: June 29, 2021

«OwnerName»
«OwnerAdd1»
«City» <State>
<Zip>

Tax Parcel ID#: «PIO»
Sequence Number: «SeqPrefix»«SeqNum»
Legal: <LegalDesc>

*******NOTICE TO PROPERTY OWNER*******

As required by Florida Statutes, Section 197.3632, and as directed by the Highlands County Board of County Commissioners (County) pursuant to Highlands County Code of Ordinances, Chapter 8.5, Solid Waste, Article III, Assessment, notice is hereby given that the County will consider adopting a special assessment which may be levied on your property for solid waste related services, facilities and programs within the unincorporated boundaries of the County using the tax bill collection method as set forth below

Type and Number of Billing Units	**Fiscal Year 21-22 Assessment**
[ParcelUnit][UnitDesc]	[Charge]
[ParcelUnit][UnitDesc]	[Charge]
[ParcelUnit][UnitDesc]	[Charge]
Total Assessment	**$[Sum]**

The maximum annual solid waste assessment that can be charged without further notice for Fiscal Year 2021-22 and for future fiscal years for the above parcel is $_____.

A hearing will be held at 9:00 a.m., or as soon thereafter as possible, on Tuesday, August 3, 2021, in the Commission Chambers at the County Administration Building, 600 S. Commerce Avenue, Florida, 33870, for the purpose of receiving public comment on the proposed assessments.

All affected property owners have a right to appear at the hearing and to file written objections with the Board of County Commissioners within 20 days of this notice. If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to

ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6509 or by Florida Rely Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days after the date of County action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Solid Waste Codes and Ordinances, the Preliminary Rate Resolution, the preliminary assessment roll, and other documentation related to the proposed re-imposition of the solid waste special assessment are available for inspection at the County Administrator's office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your Solid Waste Special Assessment, please contact the County at (863) 402-6500 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

*******THIS IS NOT A BILL*******

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 6/15/2021

PRESENTER:	**Marc Bashoor, Fire Chief** **Tanya Cannady, CPA, CDM, Business Services Director**
SUBJECT/TITLE:	**A resolution of the Highlands County Fire Protection Municipal Service Benefit Unit (county), pertaining to the re-imposition of the fire protection special assessment; providing for legislative findings and intent; providing for authority; providing a purpose and definitions; providing for delivery and funding of fire protection services, facilities and programs; providing for the imposition and computation of fire protection special assessments; providing a legislative determination of special benefit and fair apportionment; providing for cost apportionment methodology; providing for parcel apportionment methodology; providing a determination of fire services assessed costs and establishment of annual fire protection special assessments; providing for an assessment roll; providing authorization for public hearing; providing for notice by publication; providing for notice by mail; providing for method of collection; providing for application of assessment proceeds; providing for scrivener's errors; providing for conflicts; providing for severability; and providing an effective date.**

STATEMENT OF ISSUE

Ordinances 17-18-04, 17-18-08 and 18-19-17, as codified into Chapter 9, Article XLI (41), of the Highlands County Code of Ordinances, which authorizes the annual imposition of fie protection assessments for fire protection related services, facilities and/or programs providing special benefits to certain assessed property within the County

RECOMMENDED ACTION

Move to approve a resolution of the Highlands county Fire Protection Municipal Service Benefit Unit (county), pertaining to the re-imposition of the fire protection special assessment; providing for legislative findings and intent; providing for authority; providing a purpose and definitions; providing for delivery and funding of fire protection services, facilities and programs; providing for the imposition and computation of fire protection special assessments; providing a legislative determination of special benefit and fair apportionment; providing for cost apportionment methodology; providing for parcel apportionment methodology; providing a determination of fire services assessed costs and establishment of annual fire protection special assessments; providing for an assessment roll; providing authorization for public hearing; providing for notice by publication; providing for notice by mail; providing for method of collection; providing for application of assessment proceeds; providing for scrivener's errors; providing for conflicts; providing for severability; and providing an effective date.

FISCAL IMPACT

The fiscal impact to Fund 181 (Fire Assessment) will be $628,000 by removing the residential cap and increasing all categories by 7% from the previous fiscal year.

Attachments: Resolution 20-21.Prelim Reimposition of Fire Assessment.FY21-22.SGS (003).pdf

RESOLUTION NO. 20-21-110

A RESOLUTION OF THE HIGHLANDS COUNTY FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (COUNTY), PERTAINING TO THE RE-IMPOSITION OF THE FIRE PROTECTION SPECIAL ASSESSMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY; PROVIDING A PURPOSE AND DEFINITIONS; PROVIDING FOR DELIVERY AND FUNDING OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION SPECIAL ASSESSMENTS; PROVIDING A LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING FOR COST APPORTIONMENT METHODOLOGY; PROVIDING FOR PARCEL APPORTIONMENT METHODOLOGY; PROVIDING A DETERMINATION OF FIRE SERVICES ASSESSED COSTS AND ESTABLISHMENT OF ANNUAL FIRE PROTECTION SPECIAL ASSESSMENTS; PROVIDING FOR AN ASSESSMENT ROLL; PROVIDING AUTHORIZATION FOR PUBLIC HEARING; PROVIDING FOR NOTICE BY PUBLICATION; PROVIDING FOR NOTICE BY MAIL; PROVIDING FOR METHOD OF COLLECTION; PROVIDNG FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County enacted Ordinance 17-18-04, Ordinance 17-18-08 and Ordinance 18-19-17, as codified into Chapter 9, Article XLI (41), of the Highlands County Code of Ordinances (hereafter referred to as the "County Code" or "Ordinance"), which authorizes the annual imposition of Fire Protection Assessments for fire protection related services, facilities and/or programs providing special benefits to certain Assessed Property within the County; and

WHEREAS, on April 17, 2018, the County adopted the preliminary fire assessment through Resolution 17-18-60 and on July 10, 2018, the County adopted the final initial fire assessment through Resolution 17-18-112 ("Final Initial Assessment Resolution"); and

WHEREAS, the imposition of a Fire Protection Assessment for fire protection services, facilities and/or programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property; and

WHEREAS, the County desires to re-impose Fire Protection Assessments outside of the rates established in prior annual assessment Resolutions for the funding of fire protection services, facilities and/or programs that provide special benefits to Assessed Property within the County; and

WHEREAS, in order to impose the Fire Protection Assessment outside of the rates established in prior annual assessment Resolutions, the Ordinance requires that the County adopt a Preliminary Assessment Resolution, commence the process of updating the assessment roll, and re-imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2021.

WHEREAS, the Initial Assessment Resolution contains and references a brief and general description of the fire protection services, facilities and/or programs to be provided to Assessed Property; describes the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities and programs against Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance;

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

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

SECTION 2. Authority. This Resolution is adopted pursuant to the provisions of the County Code, the Final Assessment Resolution 17-18-112, Florida Statutes, Section 197.3632, and other applicable provisions of Florida law.

SECTION 3. Purpose and Definitions.

A. This Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the re-imposition of Fire Protection Assessments for the Fiscal Year beginning October 1, 2021.

B. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance and the Final Initial Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 4. Delivery and Funding of Fire Protection Services, Facilities and Programs.

A. Upon the imposition of a Fire Protection Assessment for fire protection services, facilities and/or programs against Assessed Property located within the geographic area of the County, the County shall provide such fire protection services, facilities and/or programs to such Assessed Property. All or a portion of the cost to provide such fire protection services, facilities and/or programs shall be funded from proceeds of the Fire Services Assessments. The remaining cost, if any, required to provide fire protection services, facilities and programs shall be funded by available County revenues other than Fire Protection Assessment proceeds.

B. It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the geographic area of the County will be benefited by the County's provision of fire protection services, facilities and/or programs in an amount not less than the Fire Services Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. Imposition and Computation of Fire Protection Special Assessments. Fire Protection Special Assessments shall be imposed within the County until discontinued or changed. Fire Services Special Assessments shall be computed in a manner set forth in this Preliminary Rate Assessment Resolution.

SECTION 6. Legislative Determination of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Final Initial Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 7. Cost Apportionment Methodology. The Cost Apportionment embodied in Section 5 of the Final Initial Assessment Resolution is hereby affirmed and incorporated herein by reference.

SECTION 8. Parcel Apportionment Methodology. The Parcel Apportionment embodied in Section 5 of the Final Initial Assessment Resolution is hereby affirmed and incorporated herein by reference. It is hereby determined that the Parcel Apportionment methodology described and determined in the Final Initial Assessment Resolution is to be applied in the calculation of the estimated Fire Protection Assessment rates established in Section 9 of this Preliminary Rate Resolution.

SECTION 9. Determination of Fire Protection Assessed Costs and Establishment of Annual Fire Protection Special Assessments.

A. The Fire Protection Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year beginning October 1, 2021, is $5,962,890.

B. The estimated Fire Protection Special Assessment to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year beginning October 1, 2021, is hereby established as follows for the purpose of this Preliminary Rate Resolution:

Preliminary Fire Protection Special Assessment Rates (100% of Assessable Costs)

Residential Property Use Category	**Rate Per Square Foot**
Residential	$.04900
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial Industrial/Warehouse Institutional	$.07350 $.06738 $.07350
Land Property Use Category	**Rate Per Parcel**
Vacant Land	$26.95095

The Estimated Gross Revenue for Fiscal Year 2021-21 is $6,107,986; estimated exempt buy-down is $405,118; Estimated Net Revenue, therefore, is $5,702,868.

i. No Fire Protection Assessment shall be imposed upon parcels assigned the following Florida Department of Revenue codes by the Highlands County Property Appraiser:

Code	Parcel Type
76	Cemetery
80	Vacant Governmental
82/97	Forest/Park/Recreation
83	Public Schools
84	Colleges
86	County
87	State
88	Federal
89	Municipal
94	Rights of Way
95	Rivers, Lakes, Submerged Land
96	Wasteland/Marsh

ii. Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Services Assessments required by law or authorized by the County shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the County is improper or otherwise adversely affects the validity of the Fire Protection Assessment imposed, the sole remedy shall be the imposition of a Fire Protection Assessment upon each affected Tax Parcel in the amount of the Fire Protection Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the County.

iii. The approval of the Estimated Fire Protection Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Protection Assessed Costs. The remainder of such Fiscal Year budget for fire services, facilities, and programs shall be funded from available County revenue other than Fire Protection Assessment proceeds.

iv. The estimated Fire Protection Assessments specified in the Estimated Fire Protection Assessment Rate Schedule are hereby established to fund the specified Fire Protection Assessed Costs determined to be assessed for the Fiscal Year 2021-22. No portion of such Fire Protection Assessed Costs are attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Protection Assessed Costs are attributable to the Emergency Medical Services Cost.

v. The estimated Fire Protection Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the County Administrator in the preparation of the preliminary Assessment Roll for the Fiscal Year commencing October 1, 2021 as provided in Section 10 of this Preliminary Rate Resolution.

SECTION 10. Assessment Roll.

A. The County Administrator is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2021. The Assessment Roll shall include all Assessed Property. The County Administrator shall apportion the estimated Fire Protection Assessed Cost to be recovered through the Fire Services Assessments in the manner set forth in this Preliminary Rate Resolution.

B. A copy of the Ordinance, the Final Initial Assessment Resolution, this Preliminary Rate Resolution, documents related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the preliminary Assessment Roll shall be maintained on file in the Office of the County Administrator and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

C. It is hereby ascertained, determined, and declared that the method for determining the Fire Protection Assessments for fire protection services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property within the County.

SECTION 11. Authorization for Public Hearing. There is hereby established a public hearing to be held at 9:00 a.m., on Tuesday, August 3, 2021, in the Commission Chambers of the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring Florida, 33870, at which time the County will receive and consider any comments on the Fire Protection Assessment from the public and affected property owners and consider imposing the Fire Protection Assessments for the Fiscal Year commencing October 1, 2021, collecting such assessments imposed on Assessed Property within the County on the same bill as ad valorem taxes pursuant to the Uniform Assessment Collection Act.

SECTION 12. Notice by Publication. The County Administrator, or designee, shall publish notice of the public hearing authorized by Section 11 hereof in the manner and time provided in Section 9-623 of the County Code. The notice shall be published no later than June 29, 2021, in substantially the form attached hereto as **Exhibit "A"**.

SECTION 13. Notice by Mail. The County Administrator, or designee, shall also provide notice by first class mail to the owner of each Assessed Property, as required by Section 9-624 of the County Code. Such notice shall be in substantially the form attached hereto as **Exhibit "B"**. The notices shall be mailed no later than June 29, 2021. If the County determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under Florida Statutes,

Section 200.069, also fulfills the requirements of this section, then the separate mailing requirement will be deemed to be fulfilled by the TRIM notice.

SECTION 14. Method of Collection. It is hereby declared that the Fire Protection Assessments re-imposed on Assessed Property in the County shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2021.

SECTION 15. Application of Assessment Proceeds. Proceeds derived by the County from the Fire Protection Assessments will be utilized for the provision of fire protection services, facilities and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities and programs.

SECTION 16. Savings Clause. All prior actions of Highlands County pertaining to the preliminary fire protection assessment rates, which are the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 17. 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 18. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 19. 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 20. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of June 2021.

HIGHLANDS COUNTY FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT

_____

SCOTT KIROUAC, CHAIRMAN

ATTEST:

_____

Jerome Kaszubowski, Clerk of Court

Exhibit "A"
(To be published no later than June 29, 2021)

NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS

Notice is hereby given that the Board of Supervisors of the Highlands County Fire Protection Municipal Service Benefit Unit, will conduct a public hearing to consider re-imposition of the Fire Protection Special Assessment for the provision of fire protection services within the unincorporated boundaries of Highlands County and the Town of Lake Placid for the Fiscal Year beginning October 1, 2021.

The public hearing will be held at 9:00 a.m., or as soon thereafter as possible, on August 3, 2021, in the Board Chambers at the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring, Florida, 33870, for the purpose of receiving public comment on the proposed assessments. This public hearing 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.

All affected property owners have a right to appear at the hearing and to file written objections with the Board of Supervisors within 20 days of this notice. If a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6509 or by Florida Rely Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

The assessments for each parcel of property will be based upon each parcel's Property Use classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire services assessment schedule being considered by the Board of Supervisors for the Fiscal Year beginning October 1, 2021:

Fire Protection Assessment Rates

Residential Property Use Category	**Rate Per Square Foot**
Residential	$.04900
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial Industrial/Warehouse Institutional	$.07350 $.06738 $.07350
Land Property Use Category	**Rate Per Parcel**
Vacant Land	$26.95095

Copies of the Fire Protection Special Assessment Ordinance, the Final Initial Assessment Resolution, the Preliminary Rate Resolution initiating and imposing the Fire Protection Assessment, the preliminary assessment roll, and other documentation related to the proposed re-imposition of the Fire Protection Special Assessment are available for inspection at the County Administrator's office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the County at (863) 402-6500 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

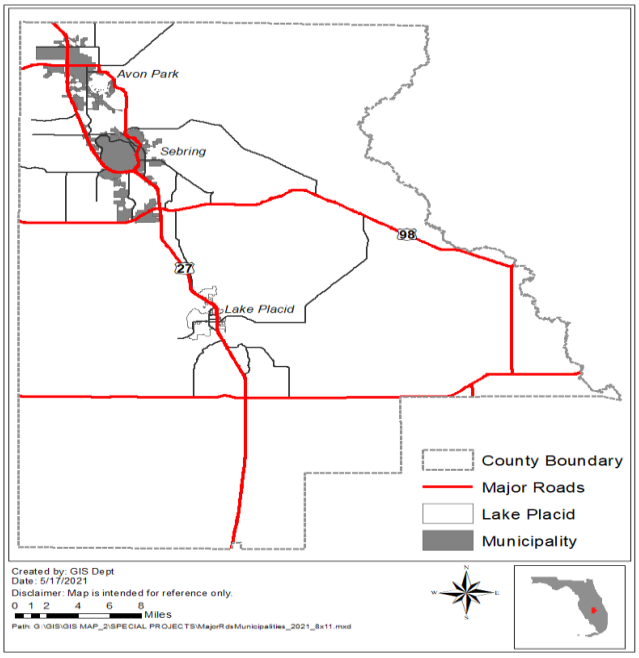


EXHIBIT "B"

Highlands County Fire Protection
Municipal Service Benefit Unit
FLORIDA
600 S Commerce Avenue
Sebring, Florida 33870
PROVIDE

HIGHLANDS COUNTY,

NOTICE OF HEARING TO IMPOSE AND

FOR COLLECTION OF FIRE PROTECTION SERVICES NON-AD VALOREM ASSESSMENTS

NOTICE DATE: August 18, 2021

«OwnerName»
«OwnerAdd1»
«City» <State>
<Zip>

Tax Parcel ID#: «PIO»
Sequence Number: «SeqPrefix»«SeqNum»
Legal: <LegalDesc>

*******NOTICE TO PROPERTY OWNER*******

As required by Florida Statutes, Section 197.3632, and as directed by the Highlands County Fire Protection Municipal Service Benefit Unit (County) pursuant to Highlands County Code of Ordinances, Chapter 9, Article XLI, notice is hereby given that the County will consider adopting a special assessment which may be levied on your property for fire protection services, facilities and programs using the tax bill collection method. The total fire assessment revenue to be collected for the fire protection services special assessments for Fiscal Year 2021-22, within the County, is estimated to be $5,702,868. However, this amount only represents a portion of the County's fire services budget. The assessment is based on the classification of each parcel of assessed property and number of billing units contained within the specified Property Use Categories. The above-listed parcel has the following units:

Category	**Type and Number of Billing Units**	**Fiscal Year 21-22 Assessment**
[Category]	[ParcelUnit][UnitDesc]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]
	Total Assessment	**$[Sum]**

The maximum annual fire protection services assessment that can be charged without further notice for Fiscal Year 2021-22 and for future fiscal years for the above parcel is $_____.

A hearing will be held at 9:00 a.m., or as soon thereafter as possible, on Tuesday, August 3, 2021, in the Commission Chambers at the County Administration Building, 600 S. Commerce Avenue,

Florida, 33870, for the purpose of receiving public comment on the proposed assessments.

All affected property owners have a right to appear at the hearing and to file written objections with the Board of Supervisors within 20 days of this notice. If a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.
In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6509 or by Florida Rely Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days after the date of County action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Fire Protection Special Assessment Ordinance, the Final Initial Assessment Resolution, the Preliminary Rate Resolution initiating and imposing the Fire Protection Assessment, the preliminary assessment roll, and other documentation related to the proposed re-imposition of the Fire Protection Special Assessment are available for inspection at the County Administrator's office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Both the fire protection services non-ad valorem assessment amounts shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November 2021. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your Fire Protection Special Assessment, please contact the County at (863) 402-6500 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

*******THIS IS NOT A BILL*******

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

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 June 8, 2021.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: Status - Commissioner's Priorities (FINAL) 6.15.2021.pdf
Status - Project Updates (FINAL) 6.15.2021.pdf

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	Staff are working with legal counsel to determine the best path forward for how funds will be used after the sale of the facility. Hospital has rebranded and is now HCA Florida Highlands Hospital.	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	Opened a Task Order for the amount of $25,000 out of the 19-20 economic development budget with Kimley-Horn for ongoing general engineering, environmental and planning services for utilities (water & sewer) county-wide with hopes to continue services into ongoing years. Have spent the first $25,000. Have additional $25,000 set aside in current fiscal year budget (20-21) to continue services - new PO was opened. Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. We have applied for and been awarded a grant for an additional $25,000 from Enterprise Florida. This is a reimbursable grant that will go to this project.	Kimley-Horn provided suggested next steps/deliverables with pricing included for ongoing efforts and implementation. Working our way down the list; within the bounds of funding. Kimley Horn is still trying to piece together all of the paper maps from Sebring. Applied for rural toolkit grant and received approval. Next deliverables will include finishing draw down tests for Sun N Lake and City of Sebring and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake.	Ongoing
Priority 3	Laurie Hurner/Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	Continuing to monitor the current COVID-19 situation and the immediate and anticipated financial impacts. OMB engaged PFM to assist with future revenue estimations. A hiring and spending freeze has been implemented. Directors continue to be fiscally responsible during the budget process.	Continue to monitor the impacts of COVID and to be fiscally responsible with spending, while maintaining County services.	Ongoing
Priority 4	Laurie Hurner	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Work to improve recycling efficiency from residents. Evaluating alternative options to meet State mandated goals.	Additional public education efforts have begun, including videos, mailouts, and meetings. Next action may include discussion of modifications to program to reduce contamination.	Ongoing
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension	Dewatering design/permitting underway.	Complete re-design and construct 2021	Ongoing
6	Engineering	Heron St. Roadway Improvements - Project #18007	90% Plans submitted to FDOT	Receive and address comments from FDOT and finalize plans	7/24/2021
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	90% Plans submitted to FDOT	Receive and address comments from FDOT and finalize plans	7/24/2021
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	BID documents sent to FDOT for final approval	Final approval of bid docs then advertise for bid.	7/15/2021
9	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Still working on ESF 18 functions (lighter), pushing out information relating to the new stimulus packages and resources for businesses. started pushing out hurricane preparedness information. Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also continuing to work with marketing firm to create content and implement marketing/communications plan - Industry infographics are complete. Applied for and received two rural development grants through Enterprise Florida and DEO. Working to further build out the HCED website with new marketing videos, clips, infographics and other data. Looking into infrastructure grant opportunities for strategic site development. Midway through Broadband Feasibility Study. Submitted application for DEO Technical Assistance Grant to fund Highlands County Retail Market Study.	Ongoing
10	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
11	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Board passed resolution in support of State broadband initiatives.	To monitor Office of Broadband and State initiatives	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 15, 2021

PRESENTER: **Sherry 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 June 10, 2021.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact

Attachments: COUNTY ATTORNEY LOG.pdf

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 8	Clinton Howerton	Review Somervale Downs Right-of-way dedications	Assigned – SS-waiting on additional information
2	Priority 8	Dawn Ritter	Review IMWID Easements and Agreements	Assigned-SS/Drafts prepared/mtgs. set
3	Priority 4	Rebecca Cable	Review revisions to Personnel Manual	Assigned-MR/Under review
4	Priority 4	Valerie Fleeger	Review request for a street light procedure	Additional information needed
5	Priority 8	Clinton Howerton	Prepare Deed re: property on Kenilworth	Assigned SS/waiting on more information
6	Priority 4	Melony Culpepper	Review e-mail regarding legal lots of record	Assigned-SS/Under review
7	Priority 4	Meghan DiGiacomo	Review Economic Development pending legal items for review	Assigned – SS/Draft agreement prepared
8	Priority 4	Clinton Howerton	Review e-mail regarding Phypers Agreement	Assigned-SS/Under review
9	Priority 4	Chantel Brutus	Review e-mail regarding Invoice from Bandwango	
10	Priority 4	Karen Lepera	Review e-mail regarding rental of buildings in Sun n Lake of Lake Placid	Assigned-MR/Under review
11	Priority 4	Liz Barber	Review Task Order Agreement	Assigned-MR/Under review
12	Priority 4	Sandra Vazquez	Review Ordinance regarding Historic Preservation	Assigned-SS/draft prepared
13	Priority 4	Kimberly Middleton	Review Town of Lake Placid Recreation Interlocal Agreement	Assigned-MR/under review
14	Priority 4	Lori DeLoach	Request to prepare Agreement regarding fiber optic line	Assigned-MR/SS-Under review
15	Priority 4	Rachel Barry	Review Resolution for Rezoning P&Z 2079	Assigned-SS/under review

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: June 15, 2021

PRESENTER:

SUBJECT/TITLE: Board payables from June 2, through June 15, 2021

Attachments: