HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, August 02, 2022
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, August 2, 2022, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

A Public Hearing of Highlands County Code Enforcement Thomas S. Dolney, Special Magistrate will be held at 1:30 p.m., on Wednesday, August 3, 2022, in the Board Room, 600 S. Commerce Ave., Sebring

The Veterans Advisory Board will hold a regular meeting at 3:30 p.m., on Thursday, August 4, 2022, at the Veterans Services Office, 7209 South George Blvd., Sebring

The Children's Services Council will hold an agenda planning meeting at 1:00 p.m., on Monday, August 8, 2022, in the Engineering Conference Room, 501 S. Commerce Ave., Sebring

The Tourist Development Council will hold a regular meeting at 8:15 a.m., on Thursday, August 11, 2022, in the Board Room, 600 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Presentation of Employee of the Quarter, 1st Quarter of 2022*
Laurie Hurner, Interim County Administrator
The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.
M. McNew.pdf

6.B *Interim County Administrator, Presentation of Years of Service Awards.*
Laney Stearns, Public Safety Director

Jonathan Harrison, Road & Bridge Director
Ingra Gardner, Community Services Director
Tanya Canady, Business Service Director
No fiscal impact
Service Award Bios presenting Aug 2.2022 rev.pdf

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval to change the date for the 2022 Gran Fondo New York (GFNY) Marathon to be moved to October 22, 2022.*
Leah Sauls, Development Services Director
GFNY Grant Admendment Request.pdf
GFNY.Change.Order1.CB.pdf

8.B *Request approval of FY 22/23 Child Advocacy Trust Fund Award Agreement and adoption of Resolution 21-22-143 for Budget Amendment 21-22-106.*
Ingra Gardner, Director of Community Programs
The fiscal impact will be an increase to the General Fund (005) Cost Center (3995) project 21102 in the amount of $4,310.33.
21-22-106 Project 21102 CATF 22-23 (BA).pdf
21-22-106R Project 21102 CATF 22-23 (Resolution).pdf
Please_DocuSign_DCF_Agreement.pdf

8.C *Request acceptance of the Motosurf Games Sebring - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022.*
Leah Sauls, Development Services Director
The fiscal impact will be an increase to Fund 152 (Tourist Development Trust) in the estimated amount of up to $4,364.00 which could be appropriated to cost center 5305 (Marketing & Promotions) if needed.
FSF_Grant_Contract_-_Motosurf_Games_Sebring.pdf

8.D *Request approval to observe the same holidays observed by the State Courts System in the Tenth Judicial Circuit during the year 2023, less the observance of the Yom Kippur holiday.*
Laurie Hurner, Interim County Administrator
2023 Court Holiday Schedule.pdf
Board Policy 604 Holidays.pdf

8.E *Request approval of the County's 2022-2025 Local Housing Assistance Plan (LHAP) and adoption of the associated Resolution 21-22-145.*
Ingra Gardner, Community Programs Director
The fiscal impact is an increase to Fund 166 (SHIP) of a minimum of $350,000 into cost center 5367 (SHIP Program).
res_21.22.145_Local Housing Assistance.pdf
INCOME LIMITS ADJUSTED TO FAMILY SIZE - 4-18-22.pdf

8.F *Request adoption of Resolution 21-22-142 for Budget Amendment 21-22-105 to appropriate grant funds received for Project 21101 - Motosurf Games Sebring.*
Leah Sauls, Development Services Director
The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of $4,364.00. The grant funds are being appropriated in Project 21101 (Motosurf Games Sebring), account 53400Z (Project Contractual Svcs) in the amount of $4,364.00.
21-22-105R Proj 21101 Motosurf Games Sebring (Resolution).pdf
21-22-105 Project 21101 Motosurf Games Sebring (BA).pdf

8.G *Request approval to move forward with the sale of 6 County owned surplus properties for the total amount of $23,654.00 and provide the County Administrator the authority to execute the Deeds.*
Amanda Valentine, Purchasing Analyst
The fiscal impact is revenue totaling $ 23,654 to the General Fund from the sale of the properties and properties will be back on the Tax Roll.
Notice of Intent 7.5.22.pdf

8.H *Request adoption of Resolution 21-22-148 for Budget Amendment 21-22-109 to appropriate insurance proceeds from PGIT due to hail damage.*
David Nitz, OMB Manager
The fiscal impact is an increase to Fund 005 (General) and the overall budget. Insurance proceeds are being appropriated in cost center 5101 (Health Unit), account 54600 (Repairs & Maintenance) in the amount of $12,411.50.
21-22-109 Health Dept. Vehicles_Insurance Proceeds (BA).pdf
21-22-109R Health Dept (Resolution).pdf

8.I *Request approval of Interlocal Agreement between Highlands County and Polk County for future roadway improvements on W County Line Road.*
Jonathan Harrison, Road & Bridge Director
Clinton Howerton, Jr., P.E., County Engineer
Interlocal.Highlands and Polk Co.Roadway Improv W County Line Rd.docx

8.J *Request approval of the proposed Change Order for the High School Girls Lacrosse Showcase amending the date of the event to August 27-28, 2022.*
Leah Sauls, Development Services Director
Change Order 1 HS Lacrosse _ Airstream.pdf

8.K *Request to appoint Charlie Martin to the Veterans Advisory Board.*
Ingra Gardner
Charlie Martin VAB Application (2).pdf

8.L *Request approval of Amendment 1 of the Real Property Purchase Agreement between Highlands County and Gloria S. Crutchfield for the purchase of 12 acres located at 1500 Arbuckle Creek Road, Sebring, Florida 33870.*
Sherry G. Sutphen, County Attorney
First Amendment to RPPA.Crutchfield.SGS.docx

9 PUBLIC HEARING

9.A *Public hearing to consider adoption of Large-Scale Plan Amendment, CPA-22-599LS,*

for updates to the Water Supply Facilities Work Plan and Text Amendments to the Highlands County 2030 Comprehensive Plan.
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
Staff Report CPA-22-599LS WSP 2022-2032 BCC.pdf
Ordinance CPA-22-599LS Water Supply Plan Update.pdf

9.B *Public hearing to approve Final Resolution 21-22-152 of the Highlands County Fire Protection Municipal Service Benefit Unit pertaining to the re-imposition of the fire protection special assessment.*
Laney Stearns, Public Safety Director
Tanya Cannady, Business Services Director
The fiscal impact to Fund 181 (Fire Assessment) increases 7% for each of the 5 assessment categories, which will increase the annual assessment revenue budget by approximately $704,608 for fiscal 22/23. The current annual assessment budget is $5,984,476 and next year's estimated assessment budget will be $6,689,084.
Resolution Final Reimposition Fire Assess.FY22-23.SGS.pdf
7-10-22 Tear Sheet Fire Assessment.pdf

10 ACTION AGENDA

10.A *Request adoption of Resolution 21-22-147 for the Aquatic Spraying Cost Share Program Policy.*
Jonathan Harrison, Road & Bridge Director
Chris Mayhew, Invasive Plant Management Supervisor
The Fiscal Impact is an increase to General Fund not to exceed $10,000 each fiscal year.
Res 21.22.147 - Aquatic Spraying Policy.SGS.pdf

10.B *Request adoption of Resolution No. 21-22-112 to Vacate a Drainage and Utility Easement – 3304 and 3306 N. Horseshoe Dr., Avon Park, FL 33825*
Clinton Howerton Jr., P.E., County Engineer
There is no fiscal impact.
3304 and 3306 N Horseshoe Drive Complete Agenda Packet.pdf

10.C *Request Approval of State Housing Initiative Partnership (SHIP) Program Agreement, Mortgage, Promissory Note, and Land Use Restriction Agreement (LURA) for the Development of Affordable Rental Housing Between Highlands County and Highlands County Housing Authority, Inc.*
Ingra A. Gardner, Community Programs Director
The fiscal impact is an expenditure from Fund 166 (SHIP) in the amount of $115,900.00 from the Program Income in FY 21/22 which are funds the SHIP program receives from clients that payback SHIP loans from prior years.
Willie Downs - Highlands SHIP Agency Agreement 6-20-22.pdf
Willie Downs - Highlands SHIP LURA w CHANEY LURA 6-20-22.pdf
Willie Downs - Highlands SHIP Mort Note w CHANEY Note 081716.pdf

10.D *Request adoption of Resolution 21-22-150 for Budget Amendment 21-22-110 to setup Project 21103, a sub-contract between Florida's Network of Children's Advocacy Centers and Highlands County Board of County Commissioners.*
Ingrasherese Gardner, Community Programs Director

The fiscal impact will be an increase to the General Fund (005), Cost Center 3995 (Children's Advocacy Center) in the amount of $124,897.46.

21-22-110 Project 21103 FNCAC 22-23 (BA).pdf

21-22-110R Project 21103 FNCAC 22-23 (Resolution).pdf

Project 21103 FNCAC 22-23.pdf

Please_DocuSign_CAC23_Highlands_Contract_FY.pdf

11 COUNTY ADMINISTRATOR AND LEGAL

11.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
COUNTY ATTORNEY LOG 2.docx

11.B *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, Interim County Administrator
There is no fiscal impact.
Status - Project Updates (FINAL) 08.02.2022.pdf
Status - Commissioner's Priorities (FINAL) 08.02.2022.pdf

12 COMMISSIONERS

13 INFORMATIONAL

13.A *Board payables from July 19, 2022 to August 1, 2022*

13.B *Fire Marshall Job Description Correction*
Laurie A. Hurner
Interim County Administrator
Fire Marshal (1149) Approved 7.19.2022.pdf

14 ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER: **Laurie Hurner, Interim County Administrator**

SUBJECT/TITLE: **Presentation of Employee of the Quarter, 1st Quarter of 2022**

STATEMENT OF ISSUE

Human Resources received no new Employee of the Quarter Nominations for the 1st quarter of 2022. There were six (6) Nominations from the previous quarters that were still active. Human Resources tallied the votes submitted, the following employee was selected as the recipient of the Employee of the Quarter Award for the 1st Quarter. Mercedes McNew, Administrative Assistant, Children's Advocacy Center.

RECOMMENDED ACTION

Presentation of Employee of the Quarter plaque to Mercedes McNew

FISCAL IMPACT

The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.

Attachments: M. McNew.pdf

Mercedes McNew – Children’s Advocacy Ctr Administrative Secretary

Mercedes McNew is an extreme asset to the Children's Advocacy Center. Mercedes goes above and beyond her role as an administrative secretary and helps each and every person she encounters in any way possible. Mercedes has the drive to make our County a better place and has personally taken courses, such as Darkness to Light; Stewards of Children, to be able to educate and train the community to make it a safer place for our county's youth. Mercedes takes the time to follow up with clients and their family members to ensure that all their questions are answered and that they are not currently in any immediate need of assistance, and she follows the proper steps when an emergency situation occurs with a child or their family members. As employees of the CAC are learning, Mercedes takes the time to help them understand the new projects that the staff are working on; and takes the time to explain the background as to why each task that staff accomplishes has meaning to not only the clients that we are serving daily, but the State Chapter as well as the National and Federal agencies that Mercedes works firsthand with.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

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

STATEMENT OF ISSUE

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

Firefighter/Medic, Bradley Roberts, 5 Years of Service
Firefighter/Medic, Joshua Zahn, 5 Years of Service
Crew Leader - Mowing, Robert Boardman, 5 Years of Service
Part-time Library Courier, John Fenwick, 5 Years of Service
Senior Budget Analyst, Angela Bollinger, 15 Years of Service
Veteran Services Officer, Denise Williams 25 Years of Service

RECOMMENDED ACTION

Presentation of an Award Certificate and Pin to each recipient.

FISCAL IMPACT

No fiscal impact

Attachments: Service Award Bios presenting Aug 2.2022 rev.pdf

Bios

5 Years of Service	**Bradley Roberts** started full-time with the County in June 2017 as an EMT. He was promoted, in 2019, to Firefighter/EMT and in March 2021 to Firefighter Medic.
5 Years of Service	**Joshua Zahn** started full-time with the County in June 2017, when he was hired as an EMT. He was promoted, in 2019, to Paramedic and in July 2021 to Firefighter Medic.
5 Years of Service	**Robert Boardman** was hired by the Board of County Commissioners in June 2017 as an Equipment Operator I. In February 2019, he was promoted to Crew Leader - Mowing.
5 Years of Service	**John Fenwick** was hired by the Board of County Commissioners in July 2017 as a part-time Library Courier.
15 Years of Service	**Angela Bollinger** was hired by the County in February 2007 as a Budget Analyst II. In April 2018, she was promoted to Senior Budget Analyst.
25 Years of Service	**Denise Williams** was hired by the County in August 1997 as a Secretary II in the Veteran Services Department. In December 1998, she was promoted to Assistant Veteran Services Officer and in April 2011 she became a Veteran Services Officer.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

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

SUBJECT/TITLE: **Request approval to change the date for the 2022 Gran Fondo New York (GFNY) Marathon to be moved to October 22, 2022.**

STATEMENT OF ISSUE

The Tourist Development Council on January 28, 2022, at the regularly scheduled meeting, recommended approval for the change of the date for the 2022 GFNY Marathon to be moved to October 22, 2022.

RECOMMENDED ACTION

Move to approve to change the date for the 2022 Gran Fondo New York (GFNY) Marathon to be moved to October 22, 2022.

Attachments: GFNY Grant Admendment Request.pdf
GFNY.Change.Order1.CB.pdf

Grant Amendment Request
Date Change for GFNY Marathon 2022

Hi Casey,
Over last weekend, we itemized our expected 2022 marathon budget considering your email from Friday for having just $10,000 (base grant) guaranteed amount of support to make that race happen.

We lost money for the 2021 marathon, and $10k for 2022 is significantly less support, which opens us to even more risk, while costs are rising. We are cutting marketing and logistics expenses to the absolute bare bones and looking at the cycling race to help us "split" some of the other operating costs to still make the marathon viable.

After doing this thorough review, the only possible way for us to hold the marathon is that Saturday, Oct 22 and the Cycling on Oct. 23. We just can't make much else happen with guaranteed $10k (base) of support and we know there is another per-room-night, but any sum from that is not a guaranteed amount, so we are unable to take a further risk or investment in light of the uncertainty.

Sebring and GFNY both invested in the marathon in 2021, and we absolutely want to continue to be able to offer this wonderful experience. I told you that we're committed to & so excited about Sebring and Highlands County. It's a very beautiful city and county, and we are thrilled about the new venue (the Barn at Paso Fino) and creating a long-standing, magical race experience for our athletes. We did this during the pandemic, which has been the hardest time for the events industry, and we're hoping 2022 is going to be the end of it and we can see better results in 2022.

In summary: We want to continue the marathon. But with just the $10k (base) of guaranteed support, we can only make it work on Oct 22. If the date or venue would need to change while the $10k (base) remains, then we are sadly unable to continue the marathon in Sebring.

Thank you,
Lidia

Lidia Fluhme
Gran Fondo New York
GFNY World Championship
GFNY - The Global Endurance Sports Series
E: info@gfny.com
W: gfny.com

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT
CHANGE ORDER 1

CONTRACTOR

NAME:	GRAN FONDO NEW YORK, INC.
ADDRESS:	5114 KENNEDY BLVD WEST, SUITE 16, WEST NEW YORK, NJ 07093
EIN NO:	27-2506250

Pursuant to paragraph 6 of the General Terms and Conditions of that Contract between HIGHLANDS COUNTY, a political subdivision of the State of Florida and GRAN FONDO NEW YORK, INC., dated September 2, 2020, the Contract is hereby amended as follows:

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

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

Dated this 24 day of June 2022.

GRAN FONDO NEW YORK, INC.

By: _____
Print: Lidia Fluhme
Title: President

STATE OF Virginia
COUNTY OF Alexandria

✓ The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Lidia Fluhme as the President of GRAN FONDO NEW YORK, INC., who personally swore or affirmed that he/she is authorized to execute this Agreement and who is personally known to me or who produced Driver License as identification, and who did/did not take an oath this 24 day of June, 2022.

Document Notarized using a Live Audio-Video Connection

AMEENHA HAFEESAH GUILLORY
ELECTRONIC NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
NOTARY ID: 7889093
COMISSION EXP: JUNE 30, 2024

_____
NOTARY PUBLIC, State of Virginia

HIGHLANDS COUNTY, a political subdivision of the State of Florida

_____
Kathleen G. Rapp, Chair

ATTEST:

_____
Jerome Kaszubowski, Clerk

Exhibit "A"

HIGHLANDS COUNTY TDC NEW EVENT
FUNDING REQUEST APPLICATION

Amount Requested from TDC:
2021: Year 1 - $65,000
2022: Year 2 - $55,000
2023: Year 3 - $55,000

I. General Information

1. Name of Applicant: Gran Fondo New York
2. Name of Event: GFNY Marathon Florida Sebring (in addition: half marathon and the Sebring 5k)
3. Contact person: Lidia Fluhme
4. Contact person e-mail: info@gfny.com
5. Complete address of Applicant: 5114 Kennedy Blvd West #16, West New York, NJ 07093
Cell phone: 917-656-2005
6. Applicant's Chief Official/Event Coordinator: Lidia Fluhme
Title: President
Address if different from above: -
Cell phone: -
Email: -
7. Has Event ever received funding from the TDC? Yes
>If yes – list years and amounts: 2020, $65,000
8. Amount Applicant is requesting for the Event/Project: 2021: $65,000 // 2022: $55,000 // 2023: $55,000
9. Intended use of funds:

Marketing: $22,000

1. Social media ads
2. Race ambassadors wearing apparel, posting their training / about the race on their social media, creating content for GFNY communication about the marathon.
3. Purchasing content for communication, like stock photos, stock videos, sound clips.
4. Editing of videos for social ads.
5. Rental of booth at marathon expos.
6. Handing out fliers at marathon expos, with Sebring logo.
7. Expo booth & photo op signage, with Sebring logo.
8. Fliers and posters printing (to be distributed at targeted running stores).
9. Design of fliers and artworks used in ads, artworks that promote tourism such as a course map.
10. Sending email newsletters to subscribers.
11. Holding pre-race launch events and training runs led by race ambassadors.
12. Inviting media to cover the race: covering media travel and hotel expenses.

Participant products with Sebring logo: $20,000

1. Production of event singlet for every competitive runner, with Sebring logo.
2. Runner race packet items, with Sebring logo (bib number, wristband).
3. Runner finisher medal, with Sebring logo.
4. Runner goodies, with Sebring logo (drawstring backpack or shopping bag, event promotional item like water bottle or buff or mug or similar).
5. Volunteer & staff t-shirts, hats, with Sebring logo

Race experience: $23,000

1. A/V $1,000
2. Hosting of post-race refueling food service $5,000
3. In-county group transportation $2,000
4. MOT / TTC / traffic control staffing / traffic control devices / light towers $5,000
5. Course safety and policing $5,000
6. Facility rental fees $5,000

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

GFNY is a global endurance sports brand: recognizable, desirable, trusted.

Recognizable: GFNY has strong logo and color identity. GFNY provides sharable moments for our participants at every event. GFNY is a 10-year old international endurance sport event series. Besides the brand, GFNY is also an event producer. GFNY produces its own events according to world-class standards.

Desirable: A clear BE A PRO FOR A DAY concept.

GFNY offers a world-class event experience for everyone, from the leader to the last participant. Athletes enjoy the camaraderie of a GFNY event, challenging themselves and earning their Finisher medal. At GFNY, each participant is celebrated as the star of the event.

Trusted: GFNY races offer, globally:

- Safe, well-organized event.
- Consistent experience and common set of rules.
- Participant and family recreation in attractive tourism destinations.
- The chance to earn a spot in the Qualifier Corral at all GFNY World races.
- An international field of riders, 20-100 nations present at every GFNY.

The known, trusted GFNY brand and quality give riders confidence to travel and take vacation days to take part in a GFNY race.

GFNY started as a cycling marathon brand, with over 20 races in 17 countries. After 10 years, GFNY is expanding to running, with 5 marathons planned for 2021.

III. Schedule of Event/Project:

Proposed Schedule of Events:

Friday
9am Group Run*, 30-45 minutes
1pm-5pm Expo & Registration open
6:30pm Welcome Social Event

Saturday
9am Group Run*, 30-45 minutes
1pm-7pm Expo & Registration open

Sunday
7:30am Race start
2:30pm End of Festivities

* Pre-race group runs offer additional days for participants to feel part of the event and extend their stay at the destination. Group runs do not require any road closures, they are similar to any non-race training runs.

IV. Event/Project Specific Information

1. Event/Project name: GFNY Marathon Florida Sebring

2. Type of event or project: Marathon, Half Marathon and Sebring 5k

3. Dates of Event/Project: Saturday, October 22, 2022

4. Location of Event/Project:
   - Pre-race expo & registration: Barn at Paso Fino
   - Start/finish: Paso Fino Drive
   - Course: floridamarathon.gfny.com/course
     Marathon: four loops
     Half marathon: two loops

5. Number of days:
   - Related pre-race activities: 2 days, Hours: 9am-8pm
   - Race: 1 day, Hours: 7:30am-2:30pm 3 days in total

6. Projected number of out of town participants: 1000
   Out of state: 500
   In-state: 500

7. Projected number of attendees per day: 2000

8. Projected number of media, staff, officials: 100
   Out of state: 50
   In-state: 50

9. Event/Project promoter (if other than Applicant): same as applicant, Gran Fondo New York, Inc.
   Name of promoter:
   Company name:
   Contact name:
   Address:
   Phone:
   Email:
   Website:

11. Event/Conference Admission Price (if applicable): $40-$179

12. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Sebring/Highlands County? (This is the minimum number of rooms that must be captured by the Event and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event/Project. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.)
1000

13. What is the GUARANTEED MINIMUM NUMBER OF EVENT ATTENDEES? 700
How many/what percentage will be traveling to the event from outside the county? 95%
How will you document the attendees and the out-of-county percentage? Every participant must register for the race, and we collect their address and other demographics data as part of their registration.
Will you be providing the TDC with attendee contact information? If TDC requests it, yes.

14. Provide the previous year's event information, (if applicable): New event, does not apply

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

EVENT BUDGET SUMMARY

EVENT INCOME

Visit Sebring cannot be the sole source of income. Please list all Event income sources, types and amounts, including grants, sponsorships, registration fees, and in-kind services provided from public agencies, such as Police Department, Fire Rescue, etc. Please designate hard dollars versus in-kind.

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	**Income Amount (or In-Kind amount)**
Entry fees	$140,000
Sponsorship	$20,000
Merchandise	$25,000
Visit Sebring/TDC Funding Request	$65,000
TOTAL INCOME ALL SOURCES	**$250,000**

EVENT EXPENSES

Provide an itemized summary indicating the intended use of TDC funds at the bottom of this page. Please be as detailed as possible, including intended media outlets, promotional materials, etc. and the dollar amount that will be expended (tentatively) for each category. This chart will reflect the total amount of the grant you have requested. Use additional sheets if necessary.

Expense Type (Toilets, Signage, Insurance, etc.)	**Expense Amount**
Facilities	$0
Rentals: tables, chairs, others	$20,000
Equipment & Supplies	$20,000
Graphic design	$3,000
Printing services	$20,000
Food & drinks: at aid stations, for staff and volunteers	$15,000
Permits & licenses	$5,000
Insurance	$8,000
Security	$3,000
Photo & video team to document the event	$8,000
Technical support	$10,000
Timing expense	$8,000
Staff	$40,000
Postage, shipping & freight	$15,000
Travel expenses	$5,000
Event incidental expenses	$5,000
TOTAL EVENT EXPENSES	**$185,000**
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Participant products with Sebring logo	$20,000
Marketing	$22,000
Race experience	$23,000
TOTAL TDC EXPENSES	**$65,000**

Intended Use of Tourist Development Tax Funds

2021

Intended Use of Tourist Development Tax Funds 2021	Amount
Participant products with Sebring logo (singlet, medals, goodie bags, race packets, race goodies)	$20,000
Marketing: course certification complying with international standards, booth rental at expos, social media ads, ambassador apparel & sponsorship, printing fliers, flier & ad design, video ad editing, email newsletters, launch events, ambassadors holding group training runs	$22,000
Race experience: A/V Equipment, Hosting of post-race refueling food service, In-county group transportation, MOT / TTC / traffic control staffing / traffic control devices / light towers, Course safety and policing, Facility rental fees	$23,000
TOTAL TDC EXPENSES	**$65,000**

2022

Intended Use of Tourist Development Tax Funds 2022	Amount
Participant products with Sebring logo (singlet, medals, goodie bags, race packets, race goodies)	$20,000
Marketing: course certification complying with international standards, booth rental at expos, social media ads, ambassador apparel & sponsorship, printing fliers, flier & ad design, video ad editing, email newsletters, launch events, ambassadors holding group training runs	$12,000
Race experience: A/V Equipment, Hosting of post-race refueling food service, In-county group transportation, MOT / TTC / traffic control staffing / traffic control devices / light towers, Course safety and policing, Facility rental fees	$23,000
TOTAL TDC EXPENSES	**$55,000**

2023

Intended Use of Tourist Development Tax Funds 2023	Amount
Participant products with Sebring logo (singlet, medals, goodie bags, race packets, race goodies)	$20,000
Marketing: course certification complying with international standards, booth rental at expos, social media ads, ambassador apparel & sponsorship, printing fliers, flier & ad design, video ad editing, email newsletters, launch events, ambassadors holding group training runs	$12,000
Race experience: A/V Equipment, Hosting of post-race refueling food service, In-county group transportation, MOT / TTC / traffic control staffing / traffic control devices / light towers, Course safety and policing, Facility rental fees	$23,000
TOTAL TDC EXPENSES	**$55,000**

ADDITIONAL REQUESTED INFORMATION

Copies of the following items must be attached to your application:

1. List of Applicant's current Officers and/or Board members (if applicable)

Gran Fondo New York Inc. is a woman-owned business. Lidia Fluhme is 100% owner of the company.

2. Applicant's W-9 tax form for post-Event payment

Included with application.

3. Overall & detailed Marketing Plan for the Event. This plan must outline event; market position/competitive analysis; target audience; target markets; marketing goals, objectives and tactics; market strategy; budget and evaluation metrics.

Market position/competitive analysis and strategy:
GFNY is a leading global endurance sports brand: recognizable, desirable, trusted.

- GFNY is an event company with world-class event production and events held in attractive tourism destinations.
- GFNY is a media company with a large, global audience in a variety of communication formats: YouTube show, videos, podcasts, vlogs, news, educational guides, press releases, magazines, email newsletters, social media.
- GFNY developed a proprietary technology platform powering the global GFNY registration & GFNY rider accounts on GFNY.cc.
- GFNY-wide benefits including qualification for racer corral, multi-finisher medals (e.g., 3x2020/21 and 10x/20x for all-time GFNY finishes).
- Consistent branding, set of rules and rider experience globally.
- The iconic race shirt and the mandatory shirt format provides for an iconic race visual and experience.
- At GFNY, each rider / runner is the star.
- Lidia and Uli Fluhme were Ironman athletes who raced Ironmans around the world and duplicated this model in cycling and now extending this quality and experience to running, which no one else has been able to achieve.

Target markets: East coast US, Central America, Caribbean, South America, Europe, Asia. Florida is a world-renowned tourism destination. It's very easy to get to from anywhere in the world. Endurance athletes from around the world are already extremely attracted to race GFNY cycling marathon in Sebring due to its Florida location (all of Latin America, all of Europe, East Coast US, Asia), now offering a running race is a perfect 2nd event to draw more endurance athletes to beautiful, tranquil Highlands County.

Budget and evaluation metrics: We plan to spend over $25,000 in marketing the event for 2021.

A) Attending expos and talking to prospective attendees.
B) Reviewing how social media ads are performing, adjusting targeting, monitoring comments/tags/mentions.
C) Holding social events before the race to talk to prospective participants, answer questions about the event, and listening to what the feedback is telling us.
D) Responding to email questions and hearing what people are asking.
E) Ultimate metric is how our ticket sales are progressing.

Please see below our detailed marketing plan, objectives and tactics:

1. Social media ads
2. Rental of booth at marathon expos
3. Handing out fliers at marathon expos, with Sebring logo
4. Expo booth & photo op signage, with Sebring logo
5. Course certification under international length standards
6. Race ambassadors who wear GFNY products in their training & post about their training for the race and about the race itself on their social media, and create content for GFNY social media channels.
7. Fliers and posters printing (to be distributed at targeted running stores)
8. Design of fliers and artworks used in ads, artworks that promote tourism such as a course map
9. Editing of videos for social ads
10. Sending email newsletters to subscribers
11. Production of event singlet for every runner, with Sebring logo – runners wear singlet after the race in their home locations, which gives additional visibility to the event
12. Runner race packet items, with Sebring logo (bib number, wristband) – runners post their race materials on their social media pages
13. Runner finisher medal, with Sebring logo – runners post their race materials on their social media pages
14. Runner goodies, with Sebring logo (drawstring backpack or shopping bag, event promotional item like water bottle or buff or mug or similar) – runners use these promotional items during their sports activities, showing the items and logo to other athletes, creating awareness for the race.
15. Volunteer & staff t-shirts, hats, with Sebring logo – photos used for marketing, adds to awareness of the race.
16. Race ambassadors holding training runs – help runners with training, offers camaraderie of preparing for the race with a group, adds to awareness of the race.
17. Holding pre-race launch events – gives the event exposure to existing and prospective participants several times before race day.
18. Inviting media to cover the race: covering media travel and hotel expenses
19. Inviting special invited guests

4. Business Plan outlining how the recurring event will increase out-of-county attendees each year.

- GFNY plans to exhibit at various large races to promote the marathon, particularly at target geographic locations.
- GFNY will use photos from the past races to reach new prospective participants on social media.
- As more marathons are created as part of the GFNY World series, the more the audience of GFNY grows and international participation grows. GFNY is building on its existing brand awareness and reputation in cycling for the last 10 years, and actively working on adding more marathons to its series.
- 2021: 1000 runners expected
- 2022: 1500 runners expected
- 2023: 2000 runners expected

5. Sample Visitor/Attendee Survey for the Event

GFNY: GFNY collects race participant data at the time that each athlete registers for the race, which includes home address, among other data like gender, date of birth, and others. You can view a sample registration form here: https://florida.gfny.com/register/

While the registration data gives an indication of the numbers and residence locations of the event participants, we will utilize another form to more directly track which hotels, number of room nights, number of guests joining and spending data from the riders. The filled out form will be collected from all the riders at the time when they pick up their race packets, and no race packet will be handed out unless we receive the filled out tourism questionnaire.



As part of hosting this GFNY race, the host town has asked us to supply relevant, accurate tourism information. We need this information to supply proof of GFNY's tourism impact on the host location.

Your last name _____

Hotel name _____

Was the hotel reservation under your name ☐ **Yes** ☐ **No**

Check in date: ___/___/____ **Check out date:** ___/___/____

Number of nights _____

Daily spending average, on hotel, food, shopping, services and any other spending: $ _____

Number of guests traveling with you _____

Are your guests staying in ☐ **your room or** ☐ **separate rooms(s) how many extra rooms?** _____

At the ☐ **same hotel as you or** ☐ **different hotel, name** _____

THANK YOU FOR JOINING GFNY!
We wish you a great race and an enjoyable rest of your stay.

6. Special Event Emergency Response / Event Planning:

Inclement weather: Race is rain or shine. If there is a thunderstorm that is expected to pass in the morning, we will delay the start by 2-6 hours. If there is severe weather, we will not be able to hold the event.

Security plans: GFNY is a participatory sporting event. Security officers can be used for these roles:

- Securing registration products at the registration / expo.
- Assisting with rider flow into start corrals.
- ID checking at Beer Garden at the event, if any.

Evacuation plans:

- GFNY is held in open areas, hence we do not have a need for an evacuation, like an event in a building would.
- If a runner cannot continue their race and is on the course, each runner is provided with a Race Hotline number that they can call, which reaches the race's Command Center. GFNY then dispatches one of our vans to pick up the athlete who chooses to abandon his/her race. The runner name, phone number, location and bib number are recorded and an "open case" is created in our Command Center race log.

Traffic plans: GFNY Marathon must be held on closed roads. We are working with Highlands County on coordinating necessary road closures and moving the race onto the multi-use trail to/in/from Highlands Hammock State Park. We will secure road closures with County Sheriff's Department, Highways Department and County Engineer Office. We will have an /info page

Hazard identification and mitigation tactics:

- Heat: There will be frequent aid stations along the course to with water and ice.
- Energy: There will be several aid stations along the course with sports food to fuel riders.
- GFNY's Command Center: course marshals and staff have the direct line to the race's Command Center to report any hazard. The Command Center team can deploy a fix.

Identified leadership roles, responsibilities, and reporting relationships:
Our team consists of various site managers who are responsible for their areas during the race. Each site manager is trained in their role extensively before race day, and can call Command in case of needing additional support, having questions or problems during the race itself.

Parking plans: GFNY prepares a Race Guide that provides in detail concrete instructions to participants about every aspect of the race: before the race, getting to the expo, at the expo, getting to the start, on the course, at the finish, after the race. You can see: https://gfny.com/logistics.pdf or http://gfnyitalia.com/2020.pdf or https://gfny.com/vaujany2020.pdf as examples of our communication. The Race Guide for GFNY Marathon Florida Sebring will include Parking plans, as well as Spectator information.

7. SMART Worksheet

Goal: To successfully organize GFNY Marathon Florida Sebring

Specific:

- To have runners safely finish the race, with few medical issues and a high finisher rate.
- To have the event operations run smoothly from a production perspective.

Measurable:

- A participant number higher than 500.
- To not lose money on staging the race.
- To have a low number of medical problems on the race course
- We will measure progress over the course of the year leading up to the race and how our marketing and registrations are performing.

Achievable:

- GFNY are experts at all aspects of event preparing, marketing and production. Endurance sport events are at the core of what we do and excel at.
- We seek support of Sebring and Highlands County in making the event happen, by working with us in race preparation: the venues for registration and start/finish, the race course, controlling traffic, assisting us with securing local volunteers to help us before the race, at the start line, aid stations, and at the finish line.
- Sebring and Highlands County support is critical in staging the race.
- Financial support from Visit Sebring is a critical aspect of the event budget, to help cover the marketing costs to help promote the race and draw as many participants to the race and visitors to Sebring and Highlands County.
- A first-time event is the maximum effort and usually a first-time event as the lowest attendance, so the first year event is the one that probably has a "high amount of effort" to achieve the goal of staging a successful event.

Relevant:
Yes: The larger the number of participants directly translates to a higher visitor number to Highlands County.

Time-bound:
GFNY usually seeks 8-12 months of lead time for a race. If we can go live with the event by November, it will be a perfect amount of time.

Final goal:
To have the event operate successfully for 5 years, 10 years or more. We are interested in long-running events that become benchmarks to athlete-tourists.

Grant Application Checklist

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

Initials

LF This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: GFNY Marathon Florida Sebring
Date of Application: 7/26/21

LF I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on 10/22/22 (date 60 days after event ends).

LF I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by 4/30/22. (date one week after the application is submitted to and accepted by the Tourism Office)

LF I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website.

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

LF I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.

LF I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.

LF I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.

LF Each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the number of people your ad reached outside Highlands County and inside Highlands County.

LF Reimbursement will only be provided at a rate of $20/verified room night. And all funds will only be reimbursed after the event is complete.

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

LF Applicant understands that it is required to submit a Room Block Report/Room Night Certification Form in order to track the amount of rooms the Event produces in order to receive funding for Verified Rooms. (page 9)

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

LF Applicant's W□9 tax form is included with the application.

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

LF Applicant has included a detailed **Marketing Plan** for the Event.

LF Applicant has included a sample **Attendee Survey** for the Event.

LF As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the Post□Event Report for the Event within 60 days after completion of event to receive payment. This report should include: total number of participants, total number of coaches, spectators, staff, media, etc., information regarding where attendee came from, feedback about destination (what did they like/not like).

LF Applicant acknowledges that any material made or received by Highlands County in connection with Applicant's request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Applicant acknowledges that it cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

LF Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

LF Applicant understands that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

LF Applicant understands that this event may require a Highlands County Special Event Permit, and it is up to the applicant to complete that permit request and pay the required permit fee.

Authorized Agent: Lidia Fluhme

Title: President *Date:* 4/18/2022

Authorized Agent Signature: LFluhme

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Highlands County Tourist Development Council. Applicant is in full agreement with the information contained herein. To the best of Applicant's knowledge, the information contained in this Application and its attachments is accurate and complete.

Applicant Name: Lidia Fluhme

Date: 4/25/2022

By: _____
(Signature)

Its:

(Title)
State: New York County: New York

Before me this day personally appeared Lidia Fluhme (name) as President (title) of ~~Road~~ Gran Fondo New York (applicant) to me well known or produced identification Driver License (type of ID) and who executed the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal (date) 4/25/2022

My Commission expires (date) 8/10/2023

Signature of Notary Bassam Richard

BASSAM RICHARD
Notary Public - State of New York
NO. 01RI6328702
Qualified in Queens County
My Commission Expires Aug 10, 2023

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER: **Ingra Gardner, Director of Community Programs**

SUBJECT/TITLE: **Request approval of FY 22/23 Child Advocacy Trust Fund Award Agreement and adoption of Resolution 21-22-143 for Budget Amendment 21-22-106.**

STATEMENT OF ISSUE

The Child Advocacy Trust Fund Grant helps to provide funding for direct services to victims of child abuse and/or their families.

RECOMMENDED ACTION

Move to approve FY 22/23 Child Advocacy Trust Fund Award Agreement and adopt Resolution 21-22-143 for Budget Amendment 21-22-106.

FISCAL IMPACT

The fiscal impact will be an increase to the General Fund (005) Cost Center (3995) project 21102 in the amount of $4,310.33.

Attachments: 21-22-106 Project 21102 CATF 22-23 (BA).pdf
21-22-106R Project 21102 CATF 22-23 (Resolution).pdf
Please_DocuSign_DCF_Agreement.pdf

REVIEWED
O.M.B DEPARTMENT
July 14, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/14/2022** SUBMITTED BY: **Ingra Gardner**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3995**

PROJECT(S) #: **21102** PROJECT TITLE(S): **CATF 22/23** COST CENTER TITLE(S): **Children's Advocacy Center**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3346900Z**	**Project Other Human Services**	**21102**	**0.00**	**4,310.33**		**4,310.33**
E	**005**	**3995**	**51200Z**	**Project Regular Salaries**	**21102**	**0.00**	**4,310.33**		**4,310.33**

REASON: **To allocate Grant funds into Project 21102 - CAFT 22/23 to pay for direct services to child victims of crime.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-106**

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-143

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-106 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-106 is hereby approved and authorized to set up grant funds to Project 21102 CATF 22/23 in the amount of $4,310.33.

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

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

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

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

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

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

PASSED AND ADOPTED this 2nd day of August, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

DocuSign Envelope ID: 913A5711-2EBD-4286-87DF-E2587DD0E365

THIS Agreement is entered into between the Florida Network of Children's Advocacy Centers, Inc., hereinafter referred to as the "FNCAC" and **Highlands County, a Political Subdivision of the State of Florida**, a Children's Advocacy Center as defined in Section 39.3035, Florida Statutes, hereinafter referred to as the "CAC".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

The FNCAC and CAC agree as follows:

1. ENGAGEMENT AND TERM

1.1 Purpose and Agreement Amount

The Florida Department of Children and Families, hereinafter referred to as the "Department", has entered into a contract with the FNCAC effective December 2, 2021, hereinafter referred to as the "Contract". The Department is engaging the FNCAC for the purpose of **purchasing the funding of services provided by CACs through the disbursement of funds from the Grants and Donations Trust Fund to the FNCAC to augment services, as required by Section 39.3035, F.S.**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed $4,310.33.

Funds disbursed to the FNCAC by the Department under the Contract are to be used by the CAC with the goal of improving the safety, permanency, and well-being of families and children involved in an allegation of child maltreatment by providing community-based services that augment, but that do not duplicate, services provided by state agencies.

1.2 FNCAC Contract Manager

The name, address, telephone number and e- mail address of the FNCAC Contract Manager for this Agreement is:

Name: Michèle Vaught
Address: 501 E. Tennessee Street, Suite B, Tallahassee, Florida 32308
Phone: 850-671-4791
Email: mvaught@fncac.org

1.3 Effective and Ending Dates

The Agreement shall be effective upon execution by both parties, and shall end at midnight, **Eastern** time, on **June 30, 2023**. If the Agreement is not fully executed by both parties by August 15, 2022 as required by the Contract; the Agreement shall be null and void.

2. STATEMENT OF WORK

2.1 Scope of Work

The Scope of Work is described in Exhibit A.

2.2 List of Services

The List of Services is described in Exhibit B.

3. BUDGET, PAYMENT AND INVOICE

The FNCAC shall pay for services performed by the CAC during the service performance period of this Agreement according to the terms and conditions of this Agreement in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the CAC. Any costs or services paid for under any other Agreement or from any other source are not eligible for payment under this Agreement.

3.1 Budget

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Using the budget form (Exhibit C), the CAC shall prepare a budget to identify services to be provided with funds from the Grants and Donations Trust Fund. The budget shall be submitted to the FNCAC Contract Manager for approval prior to the execution of the Agreement.

3.2 Method of Payment

This is a cost reimbursement Agreement. The FNCAC agrees to reimburse the Provider for services incurred in accordance with the terms and conditions of this Agreement.

3.3 Invoices and Reports

3.3.1 The Monthly Activity Report & Invoice form (Attachment A-1) is due no later than the **seventh (7th) calendar day** of the month following the month of service. Otherwise, the Invoice cannot be processed. If there are no services to be invoiced, the CAC shall still be required to submit the form as a zero dollar invoice for that month.

3.3.2 During the term of this Agreement, the CAC shall collect and submit data (client and service detail) on the Monthly Services Details Report form (Attachment A-2) to the FNCAC no later than the **seventh (7th) calendar day** of the month following the month of service. This form is required as backup documentation for the Monthly Activity Report & Invoice. Each month's data shall be submitted on the form and not be combined with prior month's data. Otherwise, the invoice cannot be processed.

3.3.3 All reports, invoices, or other items identified herein shall be submitted electronically to the FNCAC contract manager via Track-It! document management system, unless otherwise approved by the contract manager. When submitting documents through Track-It! the CAC will select the correct document type which determines the destination of the submission. The work order purpose never changes and always says "This Work Order is for Submitting Required Documentation." The Track-It! URL is: https://trackit.fncac.org:9001/TrackItWeb/SelfService.

3.3.4 The **final invoice** for payment shall be submitted to the FNCAC no more than **ten (10) calendar** days after the Agreement ends or is terminated. If the CAC fails to do so, all rights to payment are forfeited and the FNCAC will not honor any requests submitted after the aforesaid time period.

3.3.5 Any payment due under the terms of this Agreement may be withheld until performance of services and all reports due from the CAC and necessary adjustments thereto, have been approved by the FNCAC.

3.3.6 The CAC shall submit to the FNCAC via Track-It! no later than **July 12, 2023**, the **Final Report Data form** (Attachment B) providing demographic data, year-to-date units of service provided and number of clients served that were funded through this Agreement.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1 Compliance with Statutes, Rules and Regulations

In performing its obligations under this Agreement, the CAC shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Agreement.

4.2 Independent Contractor, Subcontracting and Assignments

4.2.1 In performing its obligations under this Agreement, the CAC shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the CAC is a State agency. Neither the CAC nor any of its agents, employees, subcontractors, independent contractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Agreement, unless specifically authorized in writing to do so. This Agreement does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Agreement.

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4.2.2 The Department or the FNCAC will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the CAC, its subcontractor, or assignee, unless specifically agreed to by the FNCAC in this Agreement. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the CAC, the CAC's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the CAC and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the CAC and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.2.3 The CAC may subcontract under this Agreement.

4.2.3.1 The CAC shall take such actions as may be necessary to ensure that it and each subcontractor of the CAC will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

4.2.3.2 The CAC is responsible for all work performed and for all commodities produced pursuant to this Agreement whether actually furnished by the CAC or by its subcontractors. Any subcontracts shall be evidenced by a written document. The CAC further agrees that the Department or the FNCAC shall not be liable to the subcontractor in any way or for any reason relating to this Agreement.

4.3 Insurance

The CAC shall maintain continuous adequate liability insurance coverage during the existence of this Agreement. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Agreement, the CAC accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CAC and the clients to be served under this Agreement. The Department reserves the right to require additional insurance as specified in this Agreement.

4.4 Notice of Legal Actions

The CAC shall notify the FNCAC of potential or actual legal actions taken against the CAC related to services provided through this Agreement or that may impact the CAC's ability to deliver the services, or that may adversely impact the Department and/or the FNCAC. The CAC shall notify the FNCAC Contract Manager within five (5) days of CAC becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.5 Intellectual Property

All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to the CAC's performance under this Agreement, and the performance of all of its officers, agents and subcontractors in relation to this Agreement, are works for hire for the benefit of the Department, fully compensated for by the Agreement amount. Neither the CAC nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Agreement. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith. Notwithstanding the foregoing provision, if the CAC is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

4.5.1 If the CAC uses or delivers to the Department for its use or the use of its employees, agents or subcontractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement. For purposes of this provision, the term "use" shall include use by the CAC during the term of this Agreement and use by the Department its employees, agents or subcontractors during the term of this Agreement and perpetually thereafter.

4.5.2 All applicable Agreements include the provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the Agreement.

Notwithstanding the foregoing provision, if the CAC or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.6 Mandatory Reporting Requirements

The CAC and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the CAC, and of any subcontractor, providing services in connection with this Agreement who has any knowledge of a reportable incident shall report such incident as follows:

4.6.1 A reportable incident is defined in CFOP 180-4, which can be obtained here.

4.6.2 Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the FNCAC Contract Manager.

4.6.3 Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The CAC and subcontractor may also mail the completed form to the Department of Children and Families, Office of Inspector General, The Center, 2415 Monroe Street, Suite 400 - I, Tallahassee, Florida, 32303; or via fax at (850) 488-1428.

4.7 Employment Screening

4.7.1 The CAC shall ensure that all staff utilized by the CAC and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.7.1.1 Employment history checks;

4.7.1.2 Fingerprinting for all criminal record checks;

4.7.1.3 Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.7.1.4 Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

4.7.1.5 Security background investigation, which may include local criminal record checks through local law enforcement agencies.

4.7.1.6 Attestation (Attachment D) by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.7.2 The CAC shall sign the Florida Department of Children and Families Employment Screening Affidavit (Attachment E) that all required staff have been screened or the CAC is awaiting the results of screening.

5. RECORDS, AUDITS AND DATA SECURITY

5.1 Records, Retention, Audits, Inspections and Investigations

5.1.1 The CAC shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this

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Agreement. Upon demand, at no additional cost to the Department or the FNCAC, the CAC will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department and/or the FNCAC.

5.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the CAC during the term of this Agreement and retained for a period of six (6) years after completion of the Agreement or longer when required by law. In the event an audit is required under this Agreement, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Department.

5.1.3 At all reasonable times for as long as records are maintained, persons duly authorized by the FNCAC, the Department and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the CAC's Agreements and related records and documents, regardless of the form in which kept.

5.1.4 Monitoring by the FNCAC

5.1.4.1 To permit persons duly authorized by the FNCAC to inspect any records, papers, documents, facilities, goods, and services of the CAC, which are relevant to this Agreement, and interview any clients and employees of the CAC to assure the FNCAC of satisfactory performance of the terms and conditions of this Agreement. Following such evaluation, the FNCAC will deliver to the CAC a written report of its findings and will include written recommendations with regard to the CAC's performance of the terms and conditions of this Agreement. The CAC will correct all noted deficiencies identified by the FNCAC within the specified period of time set forth in the recommendations. The CAC's failure to correct noted deficiencies may, at the sole and exclusive discretion of the FNCAC, result in any one or any combination of the following: (1) the CAC being deemed in breach or default of this Agreement; (2) the withholding of payments to the CAC by the FNCAC; and (3) the termination of this Agreement for cause.

5.1.4.2 The CAC agrees to fully cooperate with the FNCAC in the conduct of both performance audits and financial audits related to the Grants and Donations Trust Fund. The CAC will be evaluated through on-site monitoring visits and/or desk reviews of service reports and invoices. This component is intended to be in addition to other audit requirements found in other documents incorporated by reference in this Agreement and is not to be construed as a limitation upon them. The CAC agrees to include these audit and recordkeeping requirements in all approved subcontracts and assignments that result from this Agreement.

5.1.5 The CAC shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

5.1.6 No record may be withheld nor may the CAC attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2 Confidentiality

The CAC shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the CAC to ensure the protection and

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confidentiality of all confidential matters. The CAC must also comply with any applicable professional standards of practice with respect to client confidentiality.

5.3 Information Security

The CAC shall comply with, and be responsible for ensuring subcontractors compliance as if they were the CAC with, the following information security requirements whenever the CAC or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

5.3.1 An appropriately skilled individual shall be identified by the CAC to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the CAC is collecting or using in the performance of this Agreement. An appropriate level of security includes approving and tracking all who request or have access, through the CAC's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for CAC's performance under this Agreement.

5.3.2 The CAC shall provide the latest Departmental security awareness training to all who request or have access, through the CAC's access, to Department information systems or any client or other confidential information.

5.3.3 All who request or have access, through the CAC's access, to Department information systems or any client or other confidential information shall comply with, CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained here.

5.3.4 The CAC shall prevent unauthorized disclosure or access, from or to Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

5.3.5 The CAC agrees to notify the Contract Manager as soon as possible, but no later than two (2) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.3.6 The CAC shall, at its own cost, comply with section 501.171, F.S. The CAC shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.4 Public Records

5.4.1 The CAC shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the CAC in conjunction with this Agreement except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the CAC's failure to comply with this provision shall constitute an immediate breach of Agreement for which the Department may unilaterally terminate this Agreement.

5.4.2 As required by section 119.0701, F.S., to the extent that the CAC is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the CAC shall:

5.4.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the FNCAC and the Department in order to perform the service.

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

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5.4.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CAC does not transfer the records to the Department.

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

6. TERMINATION

6.1 In accordance with Section 22 of PUR 1000 Form, the Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the FNCAC unless a sooner time is mutually agreed upon in writing. Said termination date will be effective for this Agreement and notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

6.2 The Agreement may be terminated by the FNCAC upon no less than one-hundred (100) calendar days' notice in writing to the CAC unless another notice period is mutually agreed upon in writing. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

6.3 In the event funds for payment pursuant to this Agreement become unavailable, the FNCAC may terminate the Agreement upon no less than twenty-four (24) hours' notice in writing to the CAC.

7. OTHER TERMS

7.1 Unauthorized Aliens

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Agreement by the Department for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The CAC and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Agreement. Employees assigned to the Agreement means all persons employed or assigned (including subcontractors) by the CAC or a subcontractor during the Agreement term to perform work pursuant to this Agreement within the United States and its territories.

7.2 Civil Rights Requirements

These requirements shall apply to the CAC and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

7.2.1 The CAC shall comply with the provisions In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the CAC shall not discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, national origin, disability, age, or marital status.

7.2.2 The CAC shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

7.2.3 If employing fifteen or more employees, the CAC shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Agreement and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.3 Use of Funds for Lobbying Prohibited

The CAC shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of Agreement funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

7.4 Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on an Agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an Agreement with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.5 Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the CAC and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The CAC and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

8. CLIENT SERVICES APPLICABILITY

8.1 Client Risk Prevention

If services to clients are to be provided under this Agreement, the CAC and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The CAC shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the CAC and its employees.

8.2 Support to the Deaf or Hard-of-Hearing

8.2.1 The CAC and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

8.2.2 If the CAC or any of its subcontractors employs 15 or more employees, such CAC and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The CAC's Single-Point-of-Contact and that of its subcontractors will process the compliance data into the Department's HHS Compliance reporting Database https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Agreement Manager. The name and contact

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information for the CAC's Single-Point-of-Contact shall be furnished to the FNCAC Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

8.2.3 The CAC shall, within thirty (30) days of the effective date of this requirement, require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the CAC's Single-Point-of-Contact.

8.2.4 The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of CACs and their subcontractors with fifteen (15) or more employees shall attest in writing (Attachment C and reference Attachment C-1 for the most recent list of ADA/504 Coordinators) that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

8.2.5 The CAC's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The CAC and its subcontractors. The approved Notice is available at: https://www.myflfamilies.com/service-programs/individual-with-disability/providers/dcf-posters.shtml.

8.2.6 The CAC and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The CAC shall distribute Customer Feedback forms to customers or companions and provide assistance in completing the forms as requested by the customer or companion.

8.2.7 If customers or companions are referred to other agencies, the CAC must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

8.2.8 The Department requires each CAC's direct service employees and subcontractors to complete training on serving our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Agreement will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

By signing this Agreement, the parties agree that they have read and agree to the entire Agreement.

IN WITNESS THEREOF, the parties hereto have caused this 23 page Agreement to be executed by their undersigned officials as duly authorized.

CAC: Highlands County, a Political Subdivision of the State of Florida	**Florida Network of Children's Advocacy Centers, Inc.**
Signature:_____	**Signature:**_____
Print Name:_____	**Print Name: Cindy Vallely**
Title:_____	**Title: Executive Director**
Date:_____	**Date:**_____

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EXHIBIT A – SCOPE OF WORK

A-1 Scope of Service

This agreement is purchasing the services provided by Children's Advocacy Centers (CACs) as listed in Exhibit B.

A-2 Major Agreement Goals

The major goal of this service is to improve the safety, permanency, and well-being of families and children involved in an allegation of child maltreatment by providing community-based ***services that augment, but that do not duplicate, services provided by state agencies***.

A-3 Service Area/Locations/Times

A-3.1 Services for clients shall be delivered at the locations where there are eligible CACs.

A-3.2 Client services shall be available from 8:00 A.M. to 5:00 P.M., Monday through Friday.

A-3.3 The CAC shall notify the FNCAC Contract Manager, in writing, thirty (30) calendar days in advance of any changes in the street or mailing address, telephone number, electronic mail address, or facsimile number that affects the FNCAC's ability to contact the CAC.

A-4 Clients To Be Served

A-4.1 Victims of child abuse and/or their non-offending family member/caregiver.

A-5 Client Eligibility

A-5.1 Eligible clients are families and children who are involved in an investigation of alleged child maltreatment and identified by a CAC to be in need of the services of the CAC.

A-6 Client Determination

A-6.1 The CAC shall determine eligibility for services based on the signed Agreement.

A-7 Equipment

A-6.1 No equipment or property shall be purchased with these funds.

A-8 Contract Limits

Services in addition to those required by the express provisions of this contract shall be deemed gratuitous and without charge to the FNCAC and/or the Department.

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EXHIBIT B – LIST OF SERVICES

Below is a list of services funded under this Agreement. The list is only for direct services to victims of child abuse or their non-offending family member/caregiver. The services will **augment, but not duplicate**, services provided by state agencies to the victim of child abuse or their non-offending family member.

- Augmented Services are services delivered to families or children that increase the number of units of service delivered to the same family or children served that do not duplicate services provided by state agencies.
- Primary victim is defined as: the child who has alleged abuse/neglect/witness to violence, drug endangered etc. (refer to the National Children's Alliance ("NCA") Standards and NCA required statistics reporting). If two siblings make allegations, then there are two primary victims.
- Direct service is direct contact with a person – not just leaving a message or sending correspondence.

B-1 Advocacy and Case Management - Advocacy and Case Management services on behalf of/for the primary victim and/or family member/caregiver and child witness:

- Crisis assessment and intervention, risk assessment, and safety planning and support for children and family member/caregiver at all stages of involvement with CAC
- Assessment of individual needs and cultural considerations for the child and family to ensure those needs are addressed
- Presence at CAC during the forensic interview in order to participate in information sharing; inform and support family about the coordinated, multidisciplinary response; and assess needs of child and non-offending family member/caregiver
- Provision of education and access to victims' rights and crime victims' compensation
- Assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, transportation, public assistance etc.)
- Provision of referrals for specialized, trauma focused, evidence-supported mental health and medical treatment, if not provided at the CAC
- Access to transportation to interviews, court, treatment and other case-related meetings
- Engagement in child and family response regarding participation in the investigation and/or prosecution
- Participation in case review in order to discuss the unique needs of the child and family and plan associated support services, ensure the seamless coordination of services, and ensure the child and family's concerns are heard and addressed
- Provision of updates to the family on case status, continuances, dispositions, sentencing, and inmate status notification (including offender release from custody)
- Provision of court education and courthouse/courtroom tours, support, and accompaniment
- Coordinated case management meetings with all individuals providing victim advocacy services.

B-2 Mental Health Services:

- Therapy services are defined as specialized, evidence based, trauma focused mental health services.
    - Individual Therapy is a therapy session for one of the following: the primary victim, and/or family member/caregiver and sibling(s). Traditional individual therapy sessions are an hour and count as one

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service but the occasional 40-minute session with a child is understandable and would count as one service.

- Family Therapy is with two or more family member/caregivers and counts as one service.
- Group Therapy is ideally a group of three or more unrelated persons; however, it is understood that at times there may be a no show, or someone leaves the group and there is not another "suitable" member to join at that time. The group can be continued. One service per person in the group session is counted. For example, if there were 6 participants, 1 group therapy service would be counted with six participants and it must be documented in each participant's file.

- Psychological Evaluation is a concise description of an individual's current psychological and neurological functioning by a licensed psychologist or credentialed school psychologist through the interpretation of an individual's psychological testing, history, clinical interviews, behavioral symptoms, and observation for the purpose of providing relevant and professionally sound opinions in matters where a child's health and welfare may have been or may be harmed. The licensed psychologist or credentialed school psychologist must see the children or parents face-to-face. Service count would be one for the child and if an evaluation is done with a parent, one for the parent.

B-3 Forensic and Specialized Interviews:

- A forensic interview is a developmental and age appropriate interview conducted by staff designed to collect factual information from a child to determine if that child was the victim of a crime or witnessed a crime against another person. The forensic interview is conducted in a manner that is legally sound, of a neutral fact-finding nature, and is coordinated to avoid duplicative interviewing. Service counts will be on the primary victim and/or child witness and counts as one service.
- A specialized interview (SI) is an interview with a child or a member of the child's family for the purpose of gathering clinical data, family functioning, family history, or other information for assisting with the assessment of alleged child maltreatment. SI's may be done with the primary victim due to their age, developmental issues, not a prosecutable case, and other issues that are unique to each community. Specialized interviews are information gathering in nature, and include the development of a risk assessment, and may be more flexible, not following an interview protocol. Specialized interviews are not used/cannot be used for legal purposes. A specialized interview counts as one service.

B-4 Medical Exams and Evaluations - Service counts will be on the primary victim and/or siblings:

- A child who is a suspected victim of child abuse should be assessed to determine the need for a medical evaluation.
- A medical evaluation (exam or consult*)* is conducted by a qualified medical provider with pediatric experience and child abuse expertise to:
    1. help ensure the health, safety and well-being of the child;
    2. diagnose, document, and address medical conditions resulting from abuse;
    3. differentiate medical findings that are indicative of abuse from those which may be explained by other medical conditions;
    4. diagnose, document, and address medical conditions unrelated to abuse; and
    5. assess the child for any developmental, emotional, or behavioral problems needing further evaluation and treatment and make referrals, as necessary.
- Medical evaluations are routinely made available on-site or through linkage agreements with other appropriate agencies or providers.

- A medical evaluation counts as one service.

B-5 Interpreter Services:

- The eligible Children's Advocacy Centers will provide, **at no cost to the primary victim and/or family member/caregiver and child witness** (client(s)), appropriate auxiliary aids, including qualified or certified *(Term used by the U.S. Department of Justice to mean the existence of formal accreditation or certification.)* language interpreters, where necessary, to afford such persons an equal opportunity to participate in or benefit from the CAC's programs and services. Reference the Statewide Auxiliary Aids and Service Plan for Persons with Disabilities & Persons with Limited English Proficiency here.

- All clients and potential clients are entitled to an equal opportunity to use and benefit from the programs and services of the CACs. This includes language access to ensure that programs and services are equally accessible to and equally effective for otherwise qualified persons with Limited English Proficiency.
- The CACs will take reasonable steps to provide services and information in the appropriate language, other than English, to ensure that persons who are Limited English Proficient are effectively informed and can effectively participate in and benefit from its programs, services and activities.
- Language interpreters will be available for use by clients and potential clients in each phase of the service delivery process (e.g., telephone inquiries, requests, intake interviews, service delivery, counseling, complaints, testing, treatment, and training, etc.) This service will be at no cost to the client.

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EXHIBIT C – FY22-23 BUDGET

Refer to the DCF Required Reports & Instructions Document

1. Legal Name of Children's Advocacy Center:

2. Description of Augmented and Unduplicated Direct Services that will be provided by the CAC with funds awarded under this agreement *(Advocacy and Case Management Services, Mental Health (Therapy & Psychological Evaluations), Forensic and Specialized Interviews, Medical Exams and Evaluation, and Interpreter Services - refer to Exhibit B)*:

For services July 1, 2022 - June 30, 2023

For services October 1, 2022 - June 30, 2023

3. Cost/Rate of Services being provided. *Base the rate of services on the units of services provided i.e., if advocacy/case management units of service = 15 minutes, base the cost on 15 minutes versus 1 hour.*:

For services July 1, 2022 - June 30, 2023

For services October 1, 2022 - June 30, 2023

4. Number of Units of Service to be provided *(Explain how number of units of service is derived):*

For services July 1, 2022 - June 30, 2023

For services October 1, 2022 - June 30, 2023

5. Estimated Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver (clients) that will be served *(Explain how number is derived):*

For services July 1, 2022 - June 30, 2023

For services October 1, 2022 - June 30, 2023

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ATTACHMENT A

Provided as Separate Attachments

A-1 Monthly Activity Report & Invoice

A-2 Monthly Services Detail Report

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ATTACHMENT B

Final Data Form

Provided as Separate Attachment

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ATTACHMENT C

Support to the Deaf and Hard-of-Hearing

To support effective communications for customers or companions who are deaf and hard-of- hearing, Department of Children and Families (DCF), every provider and subcontractor employee is required to know or be familiar with the following:

- Name, contact information, and role & responsibility for your DCF Contracted Agency Single Point of Contact.
- Name, contact information, and role & responsibility for the DCF ADA/504 Coordinator,
- Requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.794, as implemented by C.F.R. Part 84, the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35, and the DCF Operating Procedure (CFOP) 60-10, Chapter 4 entitled "Auxiliary Aids and Services for the Deaf or Hard of Hearing.

Contact Information and Roles and Responsibilities

My Single Point of Contact at my location is:

Provider/ Subcontractor	Single Point of Contact	Phone	Email
Inzert Company Name/Location			

This Single Point of Contact's responsibility is to:

1. Ensure effective communication with deaf and hard of hearing Customers or Companions in accordance with the ADA and/or Section 504.
2. Capture the information required in the Auxiliary Aid Service Record described in Section G.8 within each Customer's case record.
3. Summarize the records into a report and submit to the DCF Contract Manager who will forward to the appropriate DCF ADA/Section 504 Coordinator.
4. Ensure that information is provided to any agency to which a deaf and hard of hearing Customer or Companion is referred about the individual's requested auxiliary aid or service.
5. Designate a Single Point of Contact as each contractual agreement with DCF is renewed.

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DCF ADA/SECTION 504 COORDINATORs

The ADA/504 Coordinator responsible for my activity is:

Region	Coordinator	Phone	Email
Headquarters	Sylvia Barge	(850) 717-4277	sylvia.barge@myflfamilies.com
Northwest	Sylvia Barge	(850) 717-4277	sylvia.barge@myflfamilies.com
FSH	Romina Artaza	(904) 813-0814	romina.artaza@myflfamilies.com
Northeast	Romina Artaza	(904) 813-0814	romina.artaza@myflfamilies.com
NEFSH/NFETC	Romina Artaza	(904) 813-0814	romina.artaza@myflfamilies.com
Central	Dick Valentine	(904) 485-9682	dick.valentine@myflfamilies.com
SunCoast	Dick Valentine	(904) 485-9682	dick.valentine@myflfamilies.com
Southeast	Shenna Fluriach	(786) 257-5218	shenna.fluriach@myflfamilies.com
Southern	Shenna Fluriach	(786) 257-5218	shenna.fluriach@myflfamilies.com

The ADA/504 Coordinator's responsibility is to:

1. Disseminate specific plans and procedures to fully implement the requirements of Section 504 and the ADA.
2. Analyze data collection collected in the Auxiliary Aid and Service Record and implement any corrective action plan, if warranted.
3. Answer questions and provide appropriate assistance regarding immediate access to and proper use of appropriate auxiliary aids and services.
4. Identify, develop and coordinate the distribution of qualified sign language and/or oral interpreters for the Direct Service Facilities.
5. Keep abreast of new technology and resources for ensuring effective communication with deaf and hard of hearing persons.
6. Submit a report describing the method for capturing all information required in the Customer Communication Template and Auxiliary Aid and Service Record.
7. Communicate with each Single Point of Contact concerning services to deaf and hard-of hearing Customers or Companions.

I, Insert Employee's Name, attest to the following:

1. I received the names, contact information, and Roles & Responsibilities for the Contracted Agency Single Point of Contact and the DCF ADA/504 Coordinator.
2. I understand that I will contact the Contracted Agency Single Point of Contact, within my office, regarding assistance with the delivery of services to deaf and hard of hearing customers.
3. I am familiar with the requirements of Section 504, the ADA, and the CFOP 60-10, Chapter 4, entitled, Auxiliary Aids and Services for the Deaf and Hard of Hearing.

Signature Date

*This document will be maintained in the personnel

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ATTACHMENT D

ATTESTATION OF COMPLIANCE
with Background Screening Requirements

Authority: This form shall be used by all required staff (employees/contractors) working on the Department of Children and Families Grant funded through Florida Network of Children's Advocacy Centers to comply with the attestation requirements of section 435.05(2), Florida Statutes, which state that every employee required to undergo Level 2 background screening must attest, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to this chapter and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

This form must be maintained in the employee's personnel file.

Employee/Contractor Name:
Child Advocacy Center Name:
Address of Child Advocacy Center:

You must attest to meeting the requirements for employment and you may not have been arrested for and awaiting final disposition of, have been found guilty of, regardless of adjudication, or have entered a plea of nolo contendere (no contest) or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction: Criminal offenses found in section 435.04, F.S.

(a) Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.

(b) Section 394.4593, relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.

(c) Section 415.111, relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.

(d) Section 777.04, relating to attempts, solicitation, and conspiracy to commit an offense listed in this subsection.

(e) Section 782.04, relating to murder.

(f) Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.

(g) Section 782.071, relating to vehicular homicide.

(h) Section 782.09, relating to killing of an unborn child by injury to the mother.

(i) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.

(j) Section 784.011, relating to assault, if the victim of the offense was a minor.

(k) Section 784.03, relating to battery, if the victim of the offense was a minor.

(l) Section 787.01, relating to kidnapping.

(m) Section 787.02, relating to false imprisonment.

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(n) Section 787.025, relating to luring or enticing a child.

(o) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.

(p) Section 787.04(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.

(q) Section 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.

(r) Section 790.115(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.

(s) Section 794.011, relating to sexual battery.

(t) Former s. 794.041, relating to prohibited acts of persons in familial or custodial authority.

(u) Section 794.05, relating to unlawful sexual activity with certain minors.

(v) Chapter 796, relating to prostitution.

(w) Section 798.02, relating to lewd and lascivious behavior.

(x) Chapter 800, relating to lewdness and indecent exposure.

(y) Section 806.01, relating to arson.

(z) Section 810.02, relating to burglary.

(aa) Section 810.14, relating to voyeurism, if the offense is a felony.

(bb) Section 810.145, relating to video voyeurism, if the offense is a felony.

(cc) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.

(dd) Section 817.563, relating to fraudulent sale of controlled substances, only if the offense was a felony.

(ee) Section 825.102, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.

(ff) Section 825.1025, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.

(gg) Section 825.103, relating to exploitation of an elderly person or disabled adult, if the offense was a felony.

(hh) Section 826.04, relating to incest.

(ii) Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

(jj) Section 827.04, relating to contributing to the delinquency or dependency of a child.

(kk) Former s. 827.05, relating to negligent treatment of children.

(ll) Section 827.071, relating to sexual performance by a child.

(mm) Section 843.01, relating to resisting arrest with violence.

(nn) Section 843.025, relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.

(oo) Section 843.12, relating to aiding in an escape.

(pp) Section 843.13, relating to aiding in the escape of juvenile inmates in correctional institutions.

(qq) Chapter 847, relating to obscene literature.

(rr) Section 874.05, relating to encouraging or recruiting another to join a criminal gang.

(ss) Chapter 893, relating to drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.

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(tt) Section 916.1075, relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.

(uu) Section 944.35(3), relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.

(vv) Section 944.40, relating to escape.

(ww) Section 944.46, relating to harboring, concealing, or aiding an escaped prisoner.

(xx) Section 944.47, relating to introduction of contraband into a correctional facility.

(yy) Section 985.701, relating to sexual misconduct in juvenile justice programs.

(zz) Section 985.711, relating to contraband introduced into detention facilities.

(3) The security background investigations under this section must ensure that no person subject to this section has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any offense that constitutes domestic violence as defined in s. 741.28, whether such act was committed in this state or in another jurisdiction.

Attestation

Under penalty of perjury, I, _____ , hereby swear or affirm that I meet the requirements for qualifying for employment in regard to the background screening standards set forth in Chapter 435 F.S. In addition, I agree to inform my employer immediately if arrested for any of the disqualifying offenses while employed by or contracting for the Child Advocacy Center.

Employee/Contractor Signature	Title	Date

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ATTACHMENT E

Employment Screening Affidavit

CONTRACT NO.: LJ012/22-23 DCF

The undersigned Children's Advocacy Center (CAC) hereby attests that all CAC employees and/or contractors utilized by the CAC for the DCF Agreement who are required by Florida law and by CFOP 60-25, Chapter 2, to be screened in accordance with Chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by Sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

a. Employment history checks;
b. Fingerprinting for all criminal record checks;
c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
d. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.
f. Attestation by each employee/contractor, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to Chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

.

All required staff and/or subcontractors have been screened or the CAC is awaiting the results of screening.

CAC Name: _____
(Print Name)

By:_____ Date:_____
Signature Of Authorized Representative

Representative's Name/Title: _____
(Print Name/Title)

State Of _____
County Of _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization this _____ day of_____,_____(year), by

_____.

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Signature of Notary (Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One]_____Personally Known OR____Produced the following I.D. _____

VENDOR NAME_____FEIN#_____

VENDOR'S AUTHORIZED REPRESENTATIVE NAME AND TITLE

_____

ADDRESS:_____

CITY, STATE, ZIP:

PHONE NUMBER: _____

EMAIL ADDRESS:_____

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EXHIBIT C – FY22-23 BUDGET

Refer to the DCF Required Reports & Instructions Document

1. Legal Name of Children's Advocacy Center:

Highlands County, a Political Subdivision of the State of Florida

2. Description of Augmented and Unduplicated Direct Services that will be provided by the CAC with funds awarded under this agreement ***(Advocacy and Case Management Services, Mental Health (Therapy & Psychological Evaluations), Forensic and Specialized Interviews, Medical Exams and Evaluation, and Interpreter Services - refer to Exhibit B)*****:**

DCF Trust Funds will be utilized to preform Mental Health Services (i.e. trauma-focused mental health treatment) to CAC Clients

3. Cost/Rate of Services being provided. ***Base the rate of services on the units of services provided i.e. if advocacy/case management units of service = 15 minutes, base the cost on 15 minutes versus 1 hour.*****:**

The hourly rate of therapy service for a child victim without insurance is $80.

4. Number of Units of Service to be provided ***(Explain how number of units of service is derived):***

A therapy session is the equivalent to one unit of service. One unit of service is equivalent to one hour. 53.879 hours of therapy will be provided at $80.00/hr

5. Estimated Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver (clients) that will be served ***(Explain how number is derived):***

A standard TF-CBT plan for a child victim consists of 12 1-hour sessions of therapy. 53.879 hours divided by 12 sessions to complete the program would equal 4.49 clients completing a full cycle of TF-CBT.

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Attachment A-1

2022-2023 DCF Trust Fund Monthly Activity Report & Invoice

Upload to Track-It No later than the 7th calendar day of the Month

June Final is due no later than July 10, 2023

CAC Name: _____ **CAC #:** _____

A	Activity		Jan	Feb	Mar	Apr	May	Jun	YTD
1	Number of augmented and unduplicated units of service delivered with trust fund dollars								0
	Service - 1:								
	Rate - 1:		$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver served with trust fund dollars								0

B	Activity		Jan	Feb	Mar	Apr	May	Jun	YTD
1	Number of augmented and unduplicated units of service delivered with trust fund dollars								0
	Service - 2:								
	Rate - 2:		$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver served with trust fund dollars								0

C	Activity		Jan	Feb	Mar	Apr	May	Jun	YTD
1	Number of augmented and unduplicated units of service delivered with trust fund dollars								0
	Service - 3:								
	Rate - 3:		$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver served with trust fund dollars								0

TOTAL	Activity	Jan	Feb	Mar	Apr	May	Jun	YTD
1	Total Number of augmented and unduplicated units of service delivered with trust fund dollars	0	0	0	0	0	0	0
	TOTAL INVOICE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Total Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver served with trust fund dollars	0	0	0	0	0	0	0

Definitions:

Augmented Services – Services delivered to families or children that increase the number of units of service delivered to the same family or children served that do not duplicate services provided by state agencies.

Unduplicated Services - An unduplicated unit of service is defined as a client receiving one of the core CAC services: (Forensic Interview, Specialized Interview, Medical Exam, Psychological Evaluation, Victim Advocacy, Therapy), if the employee/contractor is paid using FNCAC DCF Grant funds.

Instructions:

There are some CACs that have budgeted for more than one service or their service unit is in a cost range i.e. $800-$1,000. Therefore, there are 3 areas (A, B & C) above where the separate services can be added (if budgeted for more than 1 service) or the service with multiple unit costs can be added.
If your CAC budgeted 1 service with 1 service unit cost, only use Activity Section "A".

1 Insert the units of service delivered for the current month and the previous month(s) in row #1. You are reporting the number of units of service that augment current services and those that do not duplicate services that are provide by other state agencies. This comes from the total of column F on the Monthly Services Detail Report.

YTD will automatically calculate. The total YTD at the end of the contract period should represent the number listed in Exhibit C #4 of your Trust Fund Agreement.

2 Insert the number of clients seen for the current month and the previous month(s) in row #2. This comes from the total of column D on the Monthly Services Detail Report.
Note: this may not be the same number as listed for units of service.

YTD will automatically calculate.

Note: If your previous month(s) numbers have changed from prior submissions, highlight and provide explanation for the change.

I certify that the above is true and a correct reflection of this period's activities, as stipulated in this agreement.

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____

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Attachment A-2

2022-2023 DCF Trust Fund Monthly Services Detail Report

Upload to Track-It No later than the 7th of the Month

CAC Name:	**CAC #:**
Service Month & Year:	

All columns below AND the certification must be completed; otherwise, the form will be returned.

Service Type : Advocacy, Case Management, Individual Therapy, Family Therapy, Group Therapy, Psychological Consultation, Psychological Evaluation, Forensic Interview, Specialized Interview, Medical Evaluation/Exam, Translation Services	**Service Date**	**Case Id #**	**Recipient:** (Client, Parent, Caregiver, Sibling) *Add the total # seen and input at bottom of page*	**Employee/ Contractor:** (give full name)	**Number of Units Service Provided:**

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FY2022-2023 DCF Trust Fund
Final Report Data Form (Due July 15, 2023)
Participant Demographics & Services

Name of CAC: | **CAC Number:**

Amount of DCF Funds Awarded CAC: _____ **Amount of Award Spent by CAC:** _____

Gender of clients served this fiscal year ("Total All" should match "TOTAL YTD" line 2 number reported on A-1 Monthly Activity Report & Invoice):

Male Child Total:	Female Child Total:	Total All:	0
Male Adult Total:	Female Adult Total:	Total Children:	0
Other child Total:	Other Adult Total:	Total Adults:	0

Race of clients served this fiscal year ("Total All" should match "TOTAL YTD" line 2 number reported on A-1 Monthly Activity Report & Invoice):

White Child Total:	Hispanic Child Total:		
White Adult Total:	Hispanic Adult Total:		
African American Child Total:	Other Child Total:	Total All:	0
African American Adult Total:	Other Adult Total:	Total Children:	0
		Total Adults:	0

Primary Maltreatment of clients served this fiscal year:

Sexual Abuse:	Drug Endangerment:		
Witness to Violence:	Neglect:		
Physical Abuse:	Other:	Total:	0

Age of clients served this fiscal year ("Total All" should match "TOTAL YTD" line 2 number reported on A-1 Monthly Activity Report & Invoice):

		Total All:	0
0-6 years:	13-17 Years:	Total Children:	0
7-12 years:	Adult:	Total Adults:	0

Number of units of service delivered this fiscal year (the combined total of the next 2 sections should equal "TOTAL YTD" line 1 number reported on A-1 Monthly Activity Report & Invoice).

Number of units of service provided to children this fiscal year:

Advocacy:	Psychological Consultation:		
Case Mangement:	Psychological Evaluation:		
Individual Therapy:	Forensic Interview:		
Family Therapy:	Specialized Interview:		
Group Therapy:	Medical Evaluation/Exam:		
	Translation Services:	Total:	0

Number of units of service provided to non-offending family members/caregivers this fiscal year:

Advocacy:	Psychological Consultation:		
Case Mangement:	Psychological Evaluation:		
Individual Therapy:	Specialized Interview:		
Family Therapy:	Translation Services:		
Group Therapy:		Total:	0
		Grand Total:	0

Number of victims of child abuse or their non-offending family member/caregiver served this fiscal year (total should match the "TOTAL YTD" line 2 number reported on A-1 Monthly Activity Report & Invoice):

Advocacy:	Psychological Consultation:		
Case Mangement:	Psychological Evaluation:		
Individual Therapy:	Forensic Interview:		
Family Therapy:	Specialized Interview:		
Group Therapy:	Medical Evaluation/Exam:		
	Translation Services:	Total:	0

Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:

By signing this Final Report Data Form, I certify that the information contained herein is true and accurate.

_____ _____

Signature of Authorized Representative **Date**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

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

SUBJECT/TITLE: **Request acceptance of the Motosurf Games Sebring - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022.**

STATEMENT OF ISSUE

Motosurf Games Sebring - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Tourism Development Council (TDC) to support Motosurf Games Sebring. The agreement is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses on behalf of Motosurf Games Sebring.

RECOMMENDED ACTION

Move to accept the Motosurf Games Sebring - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 152 (Tourist Development Trust) in the estimated amount of up to $4,364.00 which could be appropriated to cost center 5305 (Marketing & Promotions) if needed.

Attachments: FSF_Grant_Contract_-_Motosurf_Games_Sebring.pdf

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6/7/2022

Visit Sebring
Casey Hartt, Lead Marketing Consultant
501 S Commerce Avenue
Sebring, FL 33870

Dear Casey

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

$4,364 for Motosurf Games Sebring

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- **Read and sign contract electronically or sign and return two printed copies to FSF**
- **Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.**
- **A post event report is required per FSF Policies & Procedures for disbursement and should include:**
    - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
    - An invoice supporting charges paid above.
    - Proof of display of FSF Branding. Such branding will be in the following forms:
        - Display of the "COME PLAY IN FLORIDA" logo on event website,
        - Display of the "COME PLAY IN FLORIDA" banner at the event site.

NB: Please use this link for our media & branding guidelines. (https://playinflorida.com/media-library/)

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact us at (407) 956-5664.

Sincerely,

Liese Abili

Liese Abili
Vice President, Sports Development

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FLORIDA SPORTS FOUNDATION
Small Market Grant Program
Grant Agreement

THIS GRANT AGREEMENT entered into this day, **6/7/2022** , by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and **Visit Sebring** , hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the State of Florida Legislature mandated in Section 288.901(f), Florida Statutes, that the Grantor shall assist and market professional and amateur sport teams and sporting events in Florida; and the Grantor is empowered to make grants of funds in accordance with the promotion of major and minor sporting events; and,

WHEREAS, the Florida Sports Foundation has approved an appropriation for such grant.

IT IS, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

1.0 **PARTIES:**

The parties and their respective addresses for the purposes of this Agreement are:

Florida Sports Foundation
101 North Monroe Street, Suite 1000
Tallahassee, Florida 32301

Visit Sebring
Casey Hartt
501 S Commerce Avenue
Sebring, FL 33870

2.0 **NOTICES**:

All notices between the parties, provided for herein, shall be by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

3.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with section 6.0 (a), located in this contract. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

(a) Grantee: **Visit Sebring**

(b) Payee: **Visit Sebring**

(c) Name/Date of Event: **Motosurf Games Sebring - 8/19/2022 thru 8/21/2022**

(d) Total Amount of Grant**: $ 4,364**

(e) Project Budget: As provided in Grant Application.

(f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the event.

(g) Grant Period: **6/7/2022 through the end of Event**

4.0 **GRANT REQUIREMENTS**:

DocuSign Envelope ID: CA2AAC5E-BA02-4E9D-8402-D45FC1BA262F

(a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds, within ninety (90) days after the event and provide documentation evidencing the direct impact of the event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Attachment A.

(b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement.

(c) Cancellation: Grantee shall notify the Grantor immediately if the event is canceled and the Grantee shall return any funds dispersed pursuant to this Agreement within seven (7) days of such cancellation.

(d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. If Grantee is a government entity, agency or subdivision pursuant to Section 768.28, Florida Statutes, and/or a self-insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, as a condition precedent to Grantee's receipt of said Grant Funds.

(e) Indemnification: Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor, the state of Florida, and its employees and agents, harmless from all liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented inventions, process or articles manufactured by the Grantee, and well as claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement. If Grantee is a government entity, the Grantee is subject to the provisions and limitations of 768.28 Florida Statute, and agrees to indemnify, hold harmless and defend Grantor from and against claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) caused as a result of the negligent acts of the government entity or its employees.

5.0 **TERMINATION**:

(a) Breach: This Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this Agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.

(b) Refusal to Grant Public Access: This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement. (Section 287.058, Florida Statutes)

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(c) Unauthorized Aliens: Grantor will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify, in accordance with the terms governing the use of the system, to verify the employment eligibility of:

(a) All persons employed during the contract term by the contractor to perform employment duties within Florida; and

(b) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this agreement.

6.0 **PAYMENTS**:

(a) Transfer of Funds. Funds will be made available by the Grantor to the Grantee, as a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period, upon receipt and review of a completed Post Event Report. Only those items identified as allowable below will be reimbursed. The following summarizes the allowable/disallowable expenses that may be used for reimbursement.

Allowable Expenses:

1. Promotion, marketing & programming
2. Paid advertising & media buys
3. Production & technical expenses; officials
4. Site fees, venue rentals, costs (contract help)
5. Rentals, insurance, rights fees, bid fees, sanction fees, non-monetary awards

Disallowable Expenses:

1. General and administrative expenses
2. Building, renovating and/or remodeling
3. Permanent equipment purchases
4. Debts incurred prior to the grant
5. Programs which solicit advertising
6. Hospitality or social functions including meals or banquets
7. Travel expenses

(b) Availability of Funds. The Grantor's liability under this Grant Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida. In the event this Grant Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated. The Grantor shall be the final determiner of the availability of such funds.

7.0 **LEGAL REQUIREMENTS**:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Leon County, Florida.

(b) Grantee agrees to comply with any and all applicable federal, state, local laws, rules, and regulations applicable to expenditures of State funds that are in effect at the time of any such expenditure, and as related to the execution of the Grant Agreement.

8.0 **MODIFICATION**: This writing and any Attachments herein, contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the

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Grantor.

9.0 **MISCELLANEOUS:**

(a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges.
(b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, which the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Agreement provision be construed as a waiver by the state of Florida, and its employees and agents, of any right to initiate litigation.
(c) The Grantee affirms that it is aware of the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

10.0 **VENDORS ON SCRUTINIZED COMPANIES LISTS:**

By executing this Agreement, «Organization», the Grantee, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Article 10, this Article 10 shall be null and void.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

For: Florida Sports Foundation	**For: Visit Sebring**
_____	_____
	Signature - Authorized Agent
_____	_____
Date	Title
	_____
	Date

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Attachment A

THIS IS A STATE FUNDED AWARD

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Economic Opportunity by an agreement.

2. State Project

FLORIDA SPORTS FOUNDATION Funding FY 2022-2023		
Line Item	**Title**	**Fund**
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2324**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

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

4. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/statutes.aspx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER:	**Laurie Hurner, Interim County Administrator**
SUBJECT/TITLE:	**Request approval to observe the same holidays observed by the State Courts System in the Tenth Judicial Circuit during the year 2023, less the observance of the Yom Kippur holiday.**

STATEMENT OF ISSUE

The Tenth Judicial Circuit has provided the list of holidays they will be observing in 2023. Since 2012, the Board of County Commissioners has opted to adopt the same schedule with slight modifications.

RECOMMENDED ACTION

Move approval to observe the same holidays observed by the State Courts System in the Tenth Judicial Circuit during the year 2023, less the observance of the Yom Kippur holiday.

Attachments: 2023 Court Holiday Schedule.pdf
Board Policy 604 Holidays.pdf

TENTH JUDICIAL CIRCUIT

ELLEN S. MASTERS
CHIEF JUDGE OF THE CIRCUIT COURT
POLK COUNTY COURTHOUSE
POLK, HIGHLANDS, AND HARDEE COUNTIES
POST OFFICE BOX 9000
DRAWER J-145
BARTOW, FLORIDA 33831-9000
website: www.jud10.flcourts.org

STEPHANIE LAVOIE
JUDICIAL ASSISTANT

(863) 534-4669
(863) 534-4626 (FAX)

NICK SUDZINA
COURT ADMINISTRATOR

(863) 534-4686
(863) 534-4699 (FAX)

July 11, 2022

MEMORANDUM

TO: Judicial Employees, Tenth Judicial Circuit

FROM: Ellen S. Masters, Chief Judge

HOLIDAYS FOR 2023

The following holidays will be observed by the State Courts System in the Tenth Circuit during the year 2023:

New Year's Day (Observed)	Monday, January 2, 2023
Martin Luther King Day	Monday, January 16, 2023
Good Friday	Friday, April 7, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Yom Kippur	Monday, September 25, 2023
Veteran's Day (Observed)	Friday, November 10, 2023
Thanksgiving Day	Thursday, November 23, 2023
Friday after Thanksgiving	Friday, November 24, 2023
Christmas Day	Monday, December 25, 2023
Tuesday after Christmas	Tuesday, December 26, 2023
New Year's Day	Monday, January 1, 2024

xc: Chief Justice
State Courts Administrator
Tenth Circuit Bar
Board of County Commissioners (Hardee, Highlands, and Polk)
Sheriffs (Hardee, Highlands, and Polk)
State Attorney
Public Defender
Clerk of Court (Hardee, Highlands, and Polk)

POLICY 604 - HOLIDAYS

It is the policy of the Highlands County Board of County Commissioners (Board), to designate and observe certain days each year as holidays. The holiday schedule is adopted annually by the Board.

604:1 GENERAL PROVISIONS

1. The Board reserves the right to schedule work on an observed holiday.
2. When an approved holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday. When an approved holiday falls on a Sunday, the following Monday shall be observed as the official holiday.
    a. Fire Rescue employees working 24-hour shifts will observe holidays on the regularly scheduled calendar day without regard to Saturday or Sunday.
3. If a listed holiday is observed on a day which is a regularly scheduled day off for an employee, the employee will not be compensated, nor may the employee take another day in lieu of the scheduled holiday. Refer to Policy 604:5 – Floating Holiday
4. Holiday pay for less than full-time employees shall be awarded at the rate of one (1) hour of holiday pay for each ten (10) hours worked during the pay period in which the holiday falls. For example, if a part-time employee is scheduled to work 20 hours during the pay period of the holiday, they would receive two (2) hours holiday pay, 30 hours scheduled, three (3) hours, 40 hours scheduled, four (4) hours, etc. to a maximum of 60 hours scheduled, six (6) hours holiday pay would be paid. Employees who work 70 hours or more would receive the full holiday benefit.
5. If an employee takes sick leave (including annual leave substituted for sick leave) on the day prior to or the day after an observed holiday, they may be required to provide written proof of illness in the form of a physician's statement of treatment. Failure to provide such proof of illness when requested shall result in the employee not being paid for such sick leave and/or loss of holiday pay for the observed holiday, and may result in disciplinary action, up to and including termination.
6. Employees on unpaid leaves of absence shall not be entitled to holiday pay for any holiday that falls during any period of unpaid leave.
7. The Board recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days which are not included in the Board's list of observed holidays. Employees requesting to take a day off for such reasons may be permitted to do so if the employee's absence from work will not result in an undue hardship on the ability of the department to conduct business, providing prior approval has been obtained from the employee's Supervisor. Employees may use accumulated paid annual leave on such occasions, or they may take such time off as an unpaid, excused absence.
8. Mandatory Holiday Duty. Exempt employees that are required to work on a scheduled holiday for the convenience and necessity of the Board may be granted administrative leave at straight time for the period worked if the total hours for the work week exceeds the standard work week hours. Prior approval by the County Administrator is required.
    a. Fire Rescue employees that are required to work on a scheduled holiday will be paid holiday pay.
9. Other Agency Holidays. Board personnel with shared employment with the University of Florida Extension Service, Courthouse, and other employees in similar situations,

may observe holidays of that organization, or of the Board. The total number of holidays for Board employees with shared employment may exceed the total number of days provided to Board employees annually.

604:2 FLOATING HOLIDAY

1. Two (2) floating holidays per calendar year are provided for those employees working in a division whose mandatory work schedule prohibits them from participating in the regularly observed holidays. This policy applies to:
   a. Library staff whose offices normal operating hours are Tuesday thru Saturday and therefore are unable to benefit from holidays observed on Mondays.
   b. Solid Waste staff whose normal operating hours are set based on the operating schedule of the Solid Waste hauler and who therefore are unable to benefit from holidays observed by the Board.
   c. This policy does not apply to employees within the Library system or Solid Waste who work a Monday through Friday work schedule.
2. Where an employee's work schedule is established to accommodate the needs of the Board, the County Administrator may grant an employee up to two (2) floating holidays on a case-by-case basis. Approval will be documented in the employees personal file.
3. Floating holidays will be applied to an applicable employee's available leave balances on the first business day in January of each year. To be eligible for receipt of a Floating Holiday, employees in positions approved for Floating Holidays must be employed in the position at the time of application of that Floating Holiday to that Employee's leave balance.
4. Floating Holidays must be scheduled in advance and approved in accordance with the County's leave policy.
5. Floating Holidays must be used during the calendar year which they are granted.
6. Floating Holidays are not compensable upon separation of employment.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER: **Ingra Gardner, Community Programs Director**

SUBJECT/TITLE: **Request approval of the County's 2022-2025 Local Housing Assistance Plan (LHAP) and adoption of the associated Resolution 21-22-145.**

STATEMENT OF ISSUE

In 1992, the State Legislature passed the Sadowski Affordable Housing Act. The affordable housing program is funded through documentary tax stamps on deeds recorded in Florida and can be used for the following: -Purchase Assistance with and without Rehabilitation; - Owner Occupied Rehabilitation; -Emergency Repairs; -Foreclosure Prevention; -Disaster Assistance; -Rehabilitation/Rental Development; -Rental Assistance.

Every three (3) years, Highlands County is required to submit a new three (3) year plan to the Florida Housing Finance Corporation. The three (3) year plan covers fiscal years 2022-2023, 2023-2024, and 2024-2025,

According to the Florida Statutes, Chapter 420.9075, two constraints are placed on the use of these funds. The first constraint requires at least sixty-five percent (65%) of the funds to be used for home ownership activities, and seventy-five percent (75%) of the funds used for new construction, rehabilitation, or repair activities. The second constraint requires all units constructed, rehabilitated or otherwise provided funding assistance through the State Housing Initiatives Partnership (SHIP) program to be occupied as follows: -At least thirty percent (30%) of the units must be occupied by very low-income persons and an additional thirty percent (30%) by very-low income and low-income persons combined. The remainder may be occupied by eligible persons including moderate-income persons. At least twenty percent (20%) must be Special Needs Set-Aside.

The required provisions and constraints of the Florida Statutes have been incorporated into the content of the SHIP LHAP. The Incentive Strategies detail the policies and procedures for any adopted incentives. The Exhibits include an Administrative Budget, Timeline for Encumbrance and Expenditures, Housing Delivery Goals Charts, LHAP Certification, and Resolution.

Florida Housing Finance Corporation issued a provisional approval with comments for minor revisions. Staff accepted all changes and staff made revisions to the document.

RECOMMENDED ACTION

Move to approve the County's 2022-2025 Local Housing Assistance Plan (LHAP) and adoption of the associated Resolution 21-22-145.

FISCAL IMPACT

The fiscal impact is an increase to Fund 166 (SHIP) of a minimum of $350,000 into cost center 5367 (SHIP Program).

Attachments: res_21.22.145_Local Housing Assistance.pdf
INCOME LIMITS ADJUSTED TO FAMILY SIZE - 4-18-22.pdf

RESOLUTION NO. 21-22-145

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE LOCAL HOUSING ASSISTANCE PLAN FOR FISCAL YEARS 2022-23, 2023-24 AND 2024-25; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE APPROVAL OF LOCAL HOUSING ASSISTANCE PLAN; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Florida Statutes, Sections 420.907-420.9079, and Florida Administrative Code, Rule Chapter 67-37, requires local governments to develop a one to three year Local Housing Assistance Plan outlining how such funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards and the methodology and purchase prices used are to be defined in the Local Housing Assistance Plan; and

WHEREAS, the costs associated with administering the County's Local Housing Assistance Plan shall be in accordance with Florida Statutes, section 420.9075; and

WHEREAS, Highlands County has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Highlands County Board of County Commissioners finds that it is in the best interest of the public for the Highlands County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds.

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. Approval of the Local Housing Assistance Plan.

A. The Highlands County Local Housing Assistance Plan for fiscal years 2022-23, 2023-24 and 2024-25, attached hereto as **Exhibit "A"** as required by the State Housing Initiatives Partnership Program Act, Florida Statutes, Sections 420.907-420.9079, and Rule Chapter 67-37, Florida Administrative Code, is hereby approved.

B. The County Administrator is hereby directed to submit the Highlands County Local Housing Assistance Plan for fiscal years 2022-23, 2023-24 and 2024-25, review and approval by the Florida Housing Finance Corporation and is hereby authorized and directed to execute any necessary documents and certifications needed by the Florida Housing Finance Corporation pertaining to the Highlands County Local Housing Assistance Plan.

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 Highlands County Local Housing Assistance Plan, 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.

Signatures on Following Page

PASSED AND ADOPTED this 2nd day of August, 2022.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk

Highlands County

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2022-2023, 2023-2024, 2024-2025

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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed, or attested adopting resolution F. Ordinance: (If changed from the original creating ordinance) G. Interlocal Agreement	

I. Program Details:

A. LG(s)

Name of Local Government	Highlands County Board County Commissioners
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2022-2023, 2023-2024, 2024-2025

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability. Additionally, the draft LHAP was submitted to and reviewed by the Highlands County Affordable Housing Committee (AHAC) at the April 20th, 2022 Committee Meeting. The draft was presented to the Highlands County Board of County Commissioners at the June 7th, 2022 Board Meeting. It was then placed on the Highlands County Board of County Commissioners Housing Division website, and all three (3) branches of the public library system.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (Special Needs, Extremely-Low Income, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

Special Needs applicants as defined in 420.0004 (13) first, then Extremely-Low, then Low Income.

All waiting lists will be maintained on a first-qualified, first-served basis unless otherwise stated in a specific strategy.

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing. Highlands County complies with all requirements of these anti-discrimination statutes. The Highlands County Board of County Commissioners adopted the Fair Housing Ordinance (Ordinance 90-12; as amended) in support of these anti-discrimination statutes.

K. Support Services and Counseling: Support services are available from various sources. Staff maintain an up-to-date list of community supportive services. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county, or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Highlands County Board of County Commissioners	All	10%
Third Party Entity/Sub-recipient	N/A	

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with*

applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

S. Project Delivery Costs: In addition to the administrative costs listed above, Highlands County will charge a reasonable project delivery cost. Project delivery costs (soft costs) activities performed by non-county housing staff may include title searches, credit reporting, appraisals, loan closing, recording fees and document stamps, surveys, inspections, work write-ups, cost estimates, and construction oversight. The fee will not exceed 2% of the contracted SHIP award and will be included in the amount of the recorded mortgage and note.

T. Essential Service Personnel Definition (ESP): ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: Highlands County will encourage the use of the following Green Building standards:

1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint); primer, and sealant;
2. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
    a. Toilets: 1.6 gallons/flush or less,
    b. Faucets: 1.5 gallons/minute or less,
    c. Showerheads: 2.2 gallons/minute or less;
3. Energy Star qualified refrigerator;
4. Energy Star ceiling fans;
5. Energy Star qualified dishwasher, if provided;
6. Energy Star qualified washing machine, if provided in units;
7. Energy Star qualified exhaust fans in all bathrooms to prevent mold and mildew growth; and
8. High efficiency heating, ventilation, and air conditioning. Air conditioning must have a minimum SEER of 14. Packaged units are allowed in studios and one-bedroom units with a minimum of 11.7 EER.

V. Describe efforts to meet the 20% Special Needs set-aside: First priority assistance for all the County ‘s strategies, goes to qualifying Special Need households including victims of domestic violence. Twenty percent of yearly allocation funding is set-aside for the Special Needs which is incorporated into the Owner-Occupied Rehabilitation and Rental Development. This includes rehabilitation activities for barrier removal for disabled households and assisting victims of domestic violence. Owner-occupied rehab projects that include, but not limited to rehabilitation for ADA accessibility and/or technological enhancements and devices, the removal of material and architectural barriers that restrict mobility and accessibility of persons with disabilities; and general home rehabilitation to enable this special needs population to remain in their homes. The improvements can include, but are not limited to: carpentry repairs, accessibility modifications, plumbing repairs, and roof repairs or replacement.

Highlands County partners and provides funding to various non-profit organizations throughout the county that provide services to special needs population such as Volunteers of America and Ridge Area ARC. These non-profit organizations can request funding to acquire, construct, or rehabilitate homes or group homes for

the purpose of providing housing for the targeted population.

W. Describe efforts to reduce homelessness: Highlands County stays in contact with and attends monthly lead agency for the local continuum of care (Heartland Coalition for the Homeless) meetings and works with other direct service agencies such as Hands for Homeless. Highlands County SHIP and Human Services staff refer residents to other agencies that provide assistance including past due rents and move-in assistance. The County has developed and leads The Homelessness Task Force (meets monthly) that works to identify strategies, resources and partnerships which reduce homelessness. Highlands County additionally works with the local domestic violence shelter to assist individual survivors with community resources and assistance as needed.

Highlands County also supports programs such as the Rapid Rehousing Program to provide temporary financial assistance and services to very-low or low income persons or families that are homeless or at risk of being homeless.

Section II. LHAP Strategies (Please read LHAP Strategy Quick Guide before developing strategies):

A. Purchase Assistance with and without Rehabilitation	Code 1, 2

Summary: Funds will be awarded for downpayment and closing cost to households to purchase a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the last twelve months. An existing home may also be purchased, and SHIP may pay for minor repairs along with the purchase assistance.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Extremely low, very low, low, moderate, and households up to 140% AMI

d. Maximum award: Extremely Low, V-Low, Low: $20,000
Moderate $15,000
121-140% $10,000

e. Terms:
1. Repayment loan/deferred loan/grant: All assistance is provided as a loan, secured by a recorded mortgage and promissory note.
2. Interest Rate: 0 %
3. Years in loan term: 10 years for $0.00-$5,000.00
15 years for $5,001.00-$10,000.00 loan amount
20 years for $10,001.00-$15,000.00 loan amount
25 years for $15,001.00-$20,000.00 loan amount
4. Forgiveness: N/A
5. Repayment: The loan shall be deferred for 3 years, and repayment will begin after that and will be amortized over the term of the loan term. Modification to accelerate repayment could occur through

mutual agreement between client and the County. The County is sensitive to occasional financial hardships of housing assistance program recipients and, therefore, The Board authorizes the County Administrator or his/her designee to modify repayment terms for a reasonable amount of time in special circumstances where a homeowner is faced with an unexpected financial hardship such as; loss of employment, reduced work hours, or unexpected medical bills etc.

6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. If the homeowner vacates the property, or rents it out, repayment will be accelerated with repayment terms.

   In cases where the qualifying homeowner dies during the loan term, the loan may be assumed by a SHIP eligible heir who must occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home as their primary residence, the outstanding balance of the loan will be due and payable.

   In the event of foreclosure by a superior mortgage holder, The County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, and income groups as described in section I. of this plan. The sales price of the home to be purchased must be less than the SHIP sales price limit. Applicant must complete a homebuyer education class within 18 months prior to closing. Assistance is contingent on first mortgage lender approval.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Loan will be awarded in the amount of money required in order to allow the homebuyer to qualify for the first mortgage. The maximum will not be awarded in all cases. Applicants must secure a first mortgage by an approved lender and must contribute a minimum of $500 if extremely low and very low income, $1,000 if low income, $1,200 if moderate-income and $1,400 for workforce, towards the purchase. Mobile homes are not eligible.

i. Applicants must not have more readily available funds than the funds being requested from the Highlands County Housing Office. These funds would be in a checking, savings, money market or CD type of accounts. Exception to this policy would be funds in in an IRA or other restricted retirement accounts.

j. **Loan Subordination:**
Each request for subordination and/or refinancing of The Highlands County Housing Purchasing assistance loan will be handled on a case-by-case basis. Subordinations are approved by the county attorney and shall only be approved when the refinancing will reduce the current loan payment or more favorable loan terms such as a lower interest rate. No subordination will be approved for cash out transactions.

B. Owner Occupied Rehabilitation	Code 3

Summary: Funds will be awarded to households in need of repairs to correct code violations, health, and safety issues, electrical, plumbing, roofing systems (including soffit and fascia), windows, and other structural items. Additional items may be included on rehabilitation projects if funds are available after completing all required repairs listed above.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Extremely low, very low and low

d. Maximum award: $40,000.00

e. Terms:

1. Repayment loan/deferred loan/grant: All assistance is provided as a loan, secured by a recorded mortgage and promissory note.
2. Interest Rate: 0%
3. Years in loan term: 10 years for $0.00-$5,000.00
   15 years for $5,001.00-$10,000.00 loan amount
   20 years for $10,001.00-$15,000.00 loan amount
   25 years for $15,001.00-$20,000.00 loan amount
   30 ears for more than $20,000.01 loan amount
4. Forgiveness: N/A
5. Repayment: The loan shall be deferred for 3 years. Repayment will begin after that and will be amortized over the term of the loan term. Modification to accelerate repayment could occur through mutual agreement between client and the County. The County is sensitive to occasional financial hardships of housing assistance program recipients and, therefore, The Board authorizes the County Administrator or his/her designee to modify repayment terms for a reasonable amount of time in special circumstances where a homeowner is faced with an unexpected financial hardship.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term; sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; foreclosure; failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. If the homeowner passes away, vacates the property, or rents it out, repayment will be accelerated with repayment terms.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, and income groups as described in section I. of this plan.

g. Sponsor Selection Criteria: N/A

h. Additional Information: All work will be performed by contractors on the county's approved contractor's list. Mobile homes are not eligible. No property taxes or other County assessments may be in arrears. This does not include payments that do not have to be paid immediately, such as road assessments. Clients must be current with their mortgages.

i. Applicants must not have more readily available funds than the funds being requested from the Highlands County Housing Office. These funds would be in a checking, savings, money market or CD type of accounts. Exception to this policy would be funds in in an IRA or other restricted retirement accounts.

C. Emergency Repair	Code 6

Summary: Funds will be awarded to applicants in need of rehabilitation of their home related to a dire situation that needs to be mitigated immediately. This includes damaged windows causing exposure to the elements, air conditioning, septic, electrical or plumbing problems that could cause damage (fire) to the home or is an immediate health hazard to the occupants. This strategy will also be used for an applicant who has applied for but will not receive assistance through the owner-occupied rehabilitation strategy within the next three months.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Extremely low, very low, and low

d. Maximum award: $10,000

e. Terms:
1. Repayment loan/deferred loan/grant: All assistance is provided as a loan, secured by a recorded mortgage and promissory note.
2. Interest Rate: 0%
3. Years in loan term: 10 years for $0.00-$5,000.00 loan amount
   15 years for $5,001.00-$10,000.00 loan amount
4. Forgiveness: N/A
5. Repayment: The loan shall be deferred for 3 years. Repayment will begin after that and will be amortized over the term of the loan term. Modification to accelerate repayment could occur through mutual agreement between client and the County. The County is sensitive to occasional financial hardships of housing assistance program recipients and, therefore, The Board authorizes the County Administrator or his/her designee to modify repayment terms for a reasonable amount of time in special circumstances where a homeowner is faced with an unexpected financial hardship.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term; sale, transfer, foreclosure, or conveyance of property; conversion to a rental property; loss of homestead exemption status; of failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. If the homeowner passes away, vacates the property, or rents it out, repayment will be accelerated with repayment terms.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, and income groups as described in section I. (I) of this plan. Clients must be current with their mortgage. No property taxes or other County assessments may be in arrears. This does not include payments that do not have to be paid immediately, such as road assessments.

g. Sponsor Selection Criteria: N/A

h. Additional Information: When an applicant is assisted with emergency repairs, they will not lose their place on the rehabilitation waiting list. However, the amount of funds expended for the emergency repairs will be counted towards the maximum award if the applicant receives subsequent assistance through the rehabilitation strategy. Funds may also be awarded to pay insurance deductibles for any emergency repairs covered by the homeowner's policy. An applicant requesting an emergency repair will be required to:

1. Allow the rehabilitation specialist to access the home for an inspection to determine the need for the repair.
2. Provide proof of homeowner's insurance, if insured, and any proof whether or not the insurance will cover any part of the repair.
3. Mobile Homes are not eligible.

i. Applicants must not have available funds that exceed the funds amount being requested form Highlands County Housing Office. These funds would be in a checking, savings, money market or CD type of accounts. Exception to this policy would be funds in in an IRA or other restricted retirement accounts.

D. Foreclosure Prevention	Code 7

Summary: Funds will be awarded to qualified homeowner that are in arrears on their first mortgage. The arrearage must be at least three months, but no more than six months and cannot be under an active foreclosure action.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award: $7,500

e. Terms:

1. Repayment loan/deferred loan/grant: All loans are secured by a recorded mortgage and promissory note.
2. Interest Rate: 0%
3. Years in loan term: 15 years
4. Forgiveness: N/A
5. Repayment: The loan shall be deferred for 3 years. Repayment begins after that and will be amortized over the term of the loan term. Modification to accelerate repayment could occur through mutual agreement between client and the County. If the foreclosure prevention assistance is associated with an FHASecure Loan insured by the Federal Housing Administration (or similar refinancing programs that mimics FHASecure), it will be a deferred loan for five years. The County is sensitive to occasional financial hardships of housing assistance program recipients and, therefore, The Board authorizes the County Administrator or his/her designee to modify repayment terms for a reasonable amount of time in special circumstances where a homeowner is faced with an unexpected financial hardship.

6. Default: If the homeowner passes away, vacates the property, or rents it out, repayment will be accelerated with repayment terms.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, and income groups as described in section I. of this plan. No property taxes or other County assessments may be in arrears. This does not include payments that do not have to be paid immediately, such as road assessments.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Applicants are encouraged to apply to other foreclosure assistance programs for assistance prior to being approved for assistance under this strategy. Applicants must provide evidence of the hardship that caused the nonpayment of their mortgage; their ability to keep the home out of default and ability to make monthly mortgage payments. This assistance is available only once to the mortgagee(s). Mobile homes, vacation homes and secondary mortgages/lines of credit or private lenders are not eligible for assistance.

i. Applicants must not have available funds that exceed the fund amount being requested form Highlands County Housing Office. These funds would be in a checking, savings, money market or CD type of accounts. Exception to this policy would be funds in in an IRA or other restricted retirement accounts.

E. Disaster Assistance	Code 5, 16

Summary: The Disaster Strategy aids households in the aftermath of a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be funded and implemented in the event of a disaster using any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation SHIP Disaster Funds may be used for items such as, but not limited to:

1. Immediate threats to health and life safety (sewage, damaged windows, roofing) in cases where the home is still habitable.
2. Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.
3. Repairs necessary to make the home habitable.
4. Repairs to mitigate dangerous situations (exposed wires).
5. Payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies.
6. Purchase of emergency supplies for eligible households to weatherproof damage homes.
7. Interim repairs to avoid further damage: tree and debris removal required to make the individual housing unit habitable.
8. Construction of wells or repair of existing wells where public water is not available.
9. Security deposit for eligible recipients that have been displaced from their homes due to disaster.
10. Rental assistance for eligible recipients that have been displaced from their homes due to disaster.

11. Temporary rent and utility payments for up to 3 months for tenant financially impacted by a disaster.
12. Temporary mortgage and utility payments for up to 3 months for homeowners financially impacted by a disaster.
13. Strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster.
14. Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award: $10,000

e. Terms:
1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant with no recapture terms.
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with the following additional requirements:
- Must file for and use proceeds from insurance as first option, if available.

Priority shall be given to those individuals/households who have special needs, or individuals or households that qualify as Elderly, as defined in 420.53, FS.

g. Sponsor/Sub-recipient Selection Criteria: N/A

h. Additional Information: Funds for disaster mitigation will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster.

F. Rehabilitation/Rental Development (New Construction)	Code 14, 21

Summary: Funds will be awarded to developers of affordable rental units that are awarded construction financing through other state or federal housing programs to construct or rehabilitate affordable rental units. This funding is intended to be used as gap financing required for the project.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award: $75,000 per unit up to $150,000 per project.
$100,000 may be added to the project maximum, if 30% of units are set aside for Special Needs households.

e. Terms:

1. Repayment loan/deferred loan/grant: For for-profit developers, funds will be awarded as a loan secured by a recorded subordinate mortgage and note.

   For non-profit developers, funds will be awarded as a forgivable loan secured by a recorded subordinate mortgage and note.

2. Interest Rate: 0%
3. Years in loan term: 15 years
4. Forgiveness: Non-profits, the loan is forgiven on a prorated basis beginning in year six so that 10% of the loan is forgiven annually from years six through fifteen.
5. Repayment: For-profits, the loan is due and payable at the end of the term unless the county negotiates an extended loan term to secure affordable rental units in the best interest of the county's residents.
6. Default: For all awards, a default will be determined as: sale, transfer, or conveyance of property; conversion to another use; failure to maintain standards for compliance as required by any of the funding sources. If any of these occur, the outstanding balance will be due and payable.

f. Recipient/Tenant Selection Criteria: All applicants for residence in a SHIP-assisted unit must meet income qualifications of the program as determined and reported by the developer's management company for the development. Applicants will be processed on a first-qualified, first-served basis.

g. Sponsor Selection Criteria: Developers will apply to the county through an RFQ process that is open year-round. The RFQ will require proof of developer experience in providing affordable rent housing, proof of financial capacity, evidence of site control (or contract for sale), proof of ability to proceed once all funding is closed, and a housing unit design plan that meets with the county's housing element in the Comprehensive Plan.

The County reserves the right to select development that meet all the above requirement and:

1. Are in areas of immediate need due to lack of available units.
2. Propose to preserve and improve existing units.

All funding awards will be subject to closing on other funding sources.

h. Additional Information: Developers will be required to meet compliance reporting requirements on the development necessary to meet the statutory requirements for monitoring of SHIP rental units.

G. Rental Assistance	Code 23, 26

Summary: The Rental Assistance Program is created to assist individuals or families to obtain quality, safe, and affordable rental housing. Funds will assist in security deposit, first month's rent and utility deposits.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award: $5,000

e. Terms:
1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant.
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Eligible applicants are on a first-qualified, first-served basis. Funding of qualified applicants is limited to and based upon SHIP funds availability, with a priority for households with special needs or homeless.

g. Sponsor Selection Criteria: N/A

h. Additional Information: The applicant is required to have a 12-month lease and the unit must meet Housing Quality Standards. Applicants must show ability to make monthly rental payments.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

i. Established Policy and Procedures:

1. **Section 12.04.300 Affordable housing expedited permitting.** When requested by an applicant for an affordable housing project, as defined by F.S. Ch. 420, Pt. VI, and the application is determined to be complete, the county shall grant first priority in review and processing of all preliminary and a final development orders, including plats, site plans, concurrency clearance, driveway permits, and improvement plans, and all other applicable development permits in order to expedite the issuance of these development orders. To effect the successful issuance of a development order

and/or permit, the county shall continually monitor the progress of the application. The project, however shall comply with all requirements of these regulations.

2. **Section 12.16.306 Affordable housing expedited permitting:** When requested by an applicant for an affordable housing project, as defined by F.S. Ch. 420, Pt. VI, and the application is determined to be complete, the county shall grant first priority in review and processing to expedite the issuance of all building permit applications, preliminary and a final development orders, and all applicable development permits. To affect the successful issuance of a development order and/or permit, the county shall continually monitor the progress of the application. The project, however shall comply with all requirements of these regulations not elsewhere exempted.
3. **Section 12.17.204 Affordable housing expedited permitting:** When requested by an applicant for an affordable housing project, as defined by F.S. Ch. 420, Pt. VI, and the application is determined to be complete the county shall grant first priority in review and processing to expedite the issuance of all preliminary and final development orders and all other applicable fire clearances. To effect the successful issuance of a development order and/or permit, the county shall continually monitor the progress of the application. The project, however, shall comply with the requirements of these regulations not elsewhere exempted.

B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

a. Established Policy and Procedures:

The County will continually monitor and review its development approval process to identify and eliminate any unnecessary impediments to the provision of housing within the community by ordinance and Board of County Commissioner resolution.

Highlands County Housing Division coordinates with other County departments regarding ordinances or regulations impacting affordable housing. Staff provide reports and updates to the Affordable Housing Advisory Committee (AHAC) for review and discussion at their regularly scheduled meetings. The AHAC provides staff with input and recommendations with the Housing Division preparing final reports and presentations for the Highlands County Board of County Commissioners (BoCC) consideration.

C. **Impact Fee Waivers:**
The County will waive Impact Fees when evidence that the Residential Construction is affordable housing. Affordable Housing shall mean a Dwelling Unit or Units that are within an approved affordable housing development which are offered for sale or rent to Low Income Persons or Very Low-Income Persons and which monthly rent or monthly mortgage payments, including taxes, insurance, and utilities, do not exceed 30 percent of that amount which represents the percentage of the median annual Adjusted Gross Income for Low Income Persons and Very Low-Income Persons in Highlands County.

a. Established Policy and Procedures

Sec. 13-71. Exemptions. The following shall be exempted from payment of any impact fees: ((1)-(5) omitted)

(6) Any residential construction that qualifies as affordable housing and meets the following requirements:

a. Any person seeking an affordable housing exemption for an owner-occupied residential construction shall file with the county administrator an application for exemption prior to receiving a building permit for the proposed residential construction.

The application for exemption shall contain the following: (1-6 omitted)

b. Any person seeking an affordable housing exemption for rental residential construction located within a qualifying multi-family rental project shall file with the county administrator an application for exemption prior to receiving a building permit for the proposed residential construction. The application for exemption shall contain the following: (1-6 omitted)

c. If the residential construction meets the requirements for an affordable housing exemption, the county administrator shall issue an exemption. The exemption shall be presented in lieu of payment of the impact fee.

d. At the time the affordable housing exemption is granted by the county administrator, the county shall record an impact fee lien against the property that includes a clause requiring payment of impact fees in effect at the time the residential construction fails to satisfy the affordable housing requirements provided herein, if that failure occurs during the 30-year period following the issuance of the certificate of occupancy. Such liens shall have priority over all other liens except for taxes and governmental liens and assessments.

e. In the event the residential dwelling unit fails to satisfy the affordable housing requirements provided herein during the 30-year period following the issuance of the certificate of occupancy such that the property no longer qualifies as affordable housing and is no longer occupied by low income persons or very low income persons, the impact fees in effect at the time of the change in circumstances shall be immediately due and payable.

D. **Creation of Affordable and Workforce Housing Trust Fund**

The County has established an Affordable and Workforce Housing Trust Fund to be funded by an annual transfer to the Trust Fund from revenues and taxes available in the County General Fund. The Trust fund is established to provide for the creation and maintenance of Affordable and Workforce Housing within the County.

a. Established Policy and Procedures:

Sec. 13-78. Creation of Affordable and Workforce Housing Trust Fund.

There is hereby created within the general fund budget of the county an “affordable and workforce housing trust fund” to be funded by an annual transfer to the trust fund from revenues and taxes available in the county general fund. The amount of the annual trust fund transfer shall be such amount as appropriated by the county for the trust fund for each county budget year. The amounts on deposit in the affordable and workforce housing trust fund shall be appropriated to provide for the creation and maintenance of affordable and workforce housing within the county based upon qualifying criteria within an affordable and workforce housing program established by subsequent resolution.

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed, or attested adopting resolution.

Optional

F. Ordinance: (If changed from the original creating ordinance).

G. Interlocal Agreement (Required if applicable).

H. Other Documents Incorporated by Reference.

Highlands County Board County Commissoners

Fiscal Year: 2022-2023		
Estimated SHIP Funds for Fiscal Year:	$	350,000.00
Salaries and Benefits	$	30,000.00
Office Supplies and Equipment	$	2,500.00
Travel Per diem Workshops, etc.	$	1,500.00
Advertising	$	500.00
Other*	$	500.00
Total	$	35,000.00
Admin %		10.00%
		OK

Fiscal Year 2023-2024		
Estimated SHIP Funds for Fiscal Year:	$	350,000.00
Salaries and Benefits	$	30,000.00
Office Supplies and Equipment	$	2,500.00
Travel Per diem Workshops, etc.	$	1,500.00
Advertising	$	500.00
Other*	$	500.00
Total	$	35,000.00
Admin %		10.00%
		OK

Fiscal Year 2024-2025		
Estimated SHIP Funds for Fiscal Year:	$	350,000.00
Salaries and Benefits	$	30,000.00
Office Supplies and Equipment	$	2,500.00
Travel Per diem Workshops, etc.	$	1,500.00
Advertising	$	500.00
Other*	$	500.00
Total	$	35,000.00
Admin %		10.00%
		OK

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

Exhibit B
Timeline for SHIP Expenditures

Highland County Board of County Commissioners, affirms that funds allocated for these fiscal years will
(local government)
meet the following deadlines:

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2022-2023	6/30/2024	6/30/2025	9/15/2024	9/15/2025
2023-2024	6/30/2025	6/30/2026	9/15/2025	9/15/2026
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2022-2023	3/30/2025	6/15/2025
2023-2024	3/30/2026	6/15/2026
2024-2025	3/30/2027	6/15/2027

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2022-2023

Name of Local Government: Highlands County Board County Commissioners

Estimated Funds (Anticipated allocation only): $ 350,000

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
1,2	Purchase Assistance with and w/out Rehabilitation	Yes	1	$20,000	1	$20,000	1	$15,000	$55,000.00	$0.00	$55,000.00	3
3	Owner Occupied Rehabilitation	Yes	3	$40,000	1	$40,000			$160,000.00	$0.00	$160,000.00	4
7	Foreclosure Prevention	No	1	$7,500	1	$7,500			$0.00	$15,000.00	$15,000.00	2
6	Emergency Home Repair	Yes	3	$10,000	3	$10,000			$60,000.00	$0.00	$60,000.00	6
5,16	Disaster Assistance	Yes		$10,000		$10,000			$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		8		6		1		$275,000.00	$15,000.00	$290,000.00	15
	Purchase Price Limits:		**New**	$ 230,000	**Existing**	$ 230,000						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
14,21	Rental Development	Yes		$150,000		$150,000			$0.00	$0.00	$0.00	0
23,26	Rental Assistance	No	3	$5,000	2	$5,000			$0.00	$25,000.00	$25,000.00	5
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		3		2		0		$0.00	$25,000.00	$25,000.00	5
	Administration Fees		$	35,000	10%		OK					
	Home Ownership Counseling		$	-								
	Total All Funds		$	350,000	OK							

Set-Asides

Percentage Construction/Rehab (75% requirement)		78.6%	OK
Homeownership % (65% requirement)		82.9%	OK
Rental Restriction (25%)		7.1%	OK
Very-Low Income (30% requirement)	$ 192,500	55.0%	OK
Low Income (30% requirement)	$ 97,500	27.9%	OK
Moderate Income	$ 15,000	4.3%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2023-2024

Highlands County Board County Commissioners

Estimated Funds (Anticipated allocation only):	$ 350,000

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
1,2	Purchase Assistance with and w/out Rehabilitation	Yes	1	$20,000	1	$20,000	1	$15,000	$55,000.00	$0.00	$55,000.00	3
3	Owner Occupied Rehabilitation	Yes	3	$40,000	1	$40,000			$160,000.00	$0.00	$160,000.00	4
7	Foreclosure Prevention	No	1	$7,500	1	$7,500			$0.00	$15,000.00	$15,000.00	2
6	Emergency Home Repair	Yes	3	$10,000	3	$10,000			$60,000.00	$0.00	$60,000.00	6
5,16	Disaster Assistance	Yes		$10,000		$10,000			$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		8		6		1		$275,000.00	$15,000.00	$290,000.00	15
Purchase Price Limits:			New	$ 230,000	Existing	$ 230,000						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
14,21	Rental Development	Yes		$150,000		$150,000			$0.00	$0.00	$0.00	0
23,26	Rental Assistance	No	3	$5,000	2	$5,000			$0.00	$25,000.00	$25,000.00	5
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		3		2		0		$0.00	$25,000.00	$25,000.00	5
	Administration Fees		$ 35,000		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 350,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		78.6%	OK
Homeownership % (65% requirement)		82.9%	OK
Rental Restriction (25%)		7.1%	OK
Very-Low Income (30% requirement)	$ 192,500	55.0%	OK
Low Income (30% requirement)	$ 97,500	27.9%	OK
Moderate Income	$ 15,000	4.3%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2024-2025

Name of Local Government: Highlands County Board County Commissioners

Estimated Funds (Anticipated allocation only): $ 350,000

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
1,2	Purchase Assistance with and w/out Rehabilitaion	Yes	1	$20,000	1	$20,000	1	$15,000	$55,000.00	$0.00	$55,000.00	3
3	Owner Occupied Rehabilitation	Yes	3	$40,000	1	$40,000			$160,000.00	$0.00	$160,000.00	4
7	Foreclosure Prevention	No	1	$7,500	1	$7,500			$0.00	$15,000.00	$15,000.00	2
6	Emergency Home Repair	Yes	3	$10,000	3	$10,000			$60,000.00	$0.00	$60,000.00	6
5,16	Disaster Assistance	Yes		$10,000		$10,000			$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		8		6		1		$275,000.00	$15,000.00	$290,000.00	15
	Purchase Price Limits:		**New**	$ 230,000	**Existing**	$ 230,000						
			OK		**OK**							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
14,21	Rental Development	Yes		$150,000		$150,000			$0.00	$0.00	$0.00	0
23,26	Rental Assistance	No	3	$5,000	2	$5,000			$0.00	$25,000.00	$25,000.00	5
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		3		2		0		$0.00	$25,000.00	$25,000.00	5
	Administration Fees		$	35,000	10%			OK				
	Home Ownership Counseling		$	-								
	Total All Funds		$	350,000	OK							

Set-Asides

Percentage Construction/Rehab (75% requirement)		78.6%	OK
Homeownership % (65% requirement)		82.9%	OK
Rental Restriction (25%)		7.1%	OK
Very-Low Income (30% requirement)		$ 192,500	55.0% OK
Low Income (30% requirement)		$ 97,500	27.9% OK
Moderate Income		$ 15,000	4.3%

Exhibit D
67-37.005(1), F.A.C.
2022

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: Highlands County Board of County Commissioners

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____

Witness Chief Elected Official or designee

_____ _____

Witness Type Name and Title

_____

Date

OR

_____

Attest: (Seal)

RESOLUTION NO. 21-22-145

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE LOCAL HOUSING ASSISTANCE PLAN FOR FISCAL YEARS 2022-23, 2023-24 AND 2024-25; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE APPROVAL OF LOCAL HOUSING ASSISTANCE PLAN; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Florida Statutes, Sections 420.907-420.9079, and Florida Administrative Code, Rule Chapter 67-37, requires local governments to develop a one to three year Local Housing Assistance Plan outlining how such funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards and the methodology and purchase prices used are to be defined in the Local Housing Assistance Plan; and

WHEREAS, the costs associated with administering the County's Local Housing Assistance Plan shall be in accordance with Florida Statutes, section 420.9075; and

WHEREAS, Highlands County has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Highlands County Board of County Commissioners finds that it is in the best interest of the public for the Highlands County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds.

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. Approval of the Local Housing Assistance Plan.

A. The Highlands County Local Housing Assistance Plan for fiscal years 2022-23, 2023-24 and 2024-25, attached hereto as **Exhibit "A"** as required by the State Housing Initiatives Partnership Program Act, Florida Statutes, Sections 420.907-420.9079, and Rule Chapter 67-37, Florida Administrative Code, is hereby approved.

B. The County Administrator is hereby directed to submit the Highlands County Local Housing Assistance Plan for fiscal years 2022-23, 2023-24 and 2024-25, review and approval by the Florida Housing Finance Corporation and is hereby authorized and directed to execute any necessary documents and certifications needed by the Florida Housing Finance Corporation pertaining to the Highlands County Local Housing Assistance Plan.

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 Highlands County Local Housing Assistance Plan, 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.

Signatures on Following Page

PASSED AND ADOPTED this 2nd day of August, 2022.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk

INCOME LIMITS ADJUSTED TO FAMILY SIZE: April 18, 2022					
Family Size	**Extremely Low-Income 30%**	**Very Low-Income 50%**	**Low Income 80%**	**Moderate Income 120%**	**Work Force 140%**
1 Person	**$13,590**	**$21,700**	**$34,650**	**$52,080**	**$60,760**
2 Persons	**$18,310**	**$24,800**	**$39,600**	**$59,520**	**$69,440**
3 Persons	**$23,030**	**$27,900**	**$44,550**	**$66,960**	**$78,120**
4 Persons	**$27,750**	**$30,950**	**$49,500**	**$74,280**	**$86,660**
5 Persons	**$32,470**	**$33,450**	**$53,500**	**$80,280**	**$93,660**
6 Persons	**$35,950**	**$35,950**	**$57,450**	**$86,280**	**$100,660**
7 Persons	**$38,400**	**$38,400**	**$61,400**	**$92,160**	**$107,520**
8 Persons	**$40,900**	**$40,900**	**$65,350**	**$98,160**	**$114,520**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

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

SUBJECT/TITLE: **Request adoption of Resolution 21-22-142 for Budget Amendment 21-22-105 to appropriate grant funds received for Project 21101 - Motosurf Games Sebring.**

STATEMENT OF ISSUE

Highlands County Tourism Development Council applied for a grant through the Florida Sports Foundation to reimburse eligible expenses related to Motosurf Games Sebring event. A grant was awarded in the amount of $4,364.00 for the event.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-142 for Budget Amendment 21-22-105 to appropriate grant funds from Enterprise Florida Project through the Florida Sports Foundation for Project 21101.

FISCAL IMPACT

The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of $4,364.00. The grant funds are being appropriated in Project 21101 (Motosurf Games Sebring), account 53400Z (Project Contractual Svcs) in the amount of $4,364.00.

Attachments: 21-22-105R Proj 21101 Motosurf Games Sebring (Resolution).pdf
21-22-105 Project 21101 Motosurf Games Sebring (BA).pdf

RESOLUTION NO. 21-22-142

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-105 TO THE TOURIST DEVELOPMENT TRUST FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-105 is hereby approved and authorized to set up funding for Project 21101 Motosurf Games Sebring grant from the Florida Sports Foundation to complete the scope of the project in the amount of $4,364.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 2nd day of August, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
July 14, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **7/13/2022** SUBMITTED BY: **Lori Krinkey**

FUND(S): **152** FUND TITLE(S): **Tourist Development Trust** COST CENTER(S) #: **5305**

PROJECT(S) #: **21101** PROJECT TITLE(S): **Motosurf Games Sebring** COST CENTER TITLE(S): **Tourist Development - Marketing and Promotions**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	152		3349300Z	Enterprise Florida Project	21101	0.00	4,364.00		4,364.00
E	152	5305	53400Z	Project Contractual Services	21101	0.00	4,364.00		4,364.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To set up funding for Project 21101 Motosurf Games Sebring Grant from the Florida Sports Foundation to complete the scope of the project.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-105**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER: **Amanda Valentine, Purchasing Analyst**

SUBJECT/TITLE: **Request approval to move forward with the sale of 6 County owned surplus properties for the total amount of $23,654.00 and provide the County Administrator the authority to execute the Deeds.**

STATEMENT OF ISSUE

The Board Approved the sale of various County owned properties. Staff initiated a sale of certain properties through the County's competitive bid process (ITB 22-014), in accordance with Florida statutes 125.35(2). The County received and opened bids on those properties on March 1, 2022 and is recommending the sale of 6 bid properties as identified in the attached Notice of Intent to Award Sale. In accordance with Ordinance 16-17-08, the Notice of Intent to Accept Offer was posted on July 5, 2022. The buyers have provided a 10% deposit on the property they are purchasing., The sale will be completed within 45 days. This total sale is $23,654.00.

RECOMMENDED ACTION

Move to approve the sale of the attached 6 County owned surplus properties for the total amount of $23,654.00 and provide the County Administrator the authority to execute the Deeds.

FISCAL IMPACT

The fiscal impact is revenue totaling $ 23,654 to the General Fund from the sale of the properties and properties will be back on the Tax Roll.

Attachments: Notice of Intent 7.5.22.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DIVISION

NOTICE OF INTENT TO ACCEPT OFFER TO PURCHASE SURPLUS PROPERTY

SALE OF SURPLUS COUNTY PROPERTY

	Parcel ID	Address	Min	Offer	Bidder	Recommend
1	C-04-34-28-102-6240-0280	8824 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 4,000.00	Alicia Adams	Yes
2	C-04-34-28-102-6240-0450	8640 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 3,987.00	Alicia Adams	Yes
3	C-04-34-28-102-6260-0020	8641 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 3,999.00	Alicia Adams	Yes
4	C-04-34-28-102-6280-0010	8553 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 3,999.00	Alicia Adams	Yes
5	C-04-34-28-102-6280-0030	8525 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 3,999.00	Alicia Adams	Yes
6	C-04-34-28-110-1880-0120	7712 BERNAL DR SEBRING FL 33872	$ 3,600.00	$ 3,670.00	Alicia Adams	Yes
		Total		**$ 23,654.00**		

Notice of Intent to Accept Offer was posted to Highlandsfl.gov at 3:30 p.m. on July 5,2022

The Board of County Commissioners will consider the offers at their August 2nd Board Meeting which will begin at 9:00 AM

6 $ 23,654.00

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Aug 2, 2022

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 21-22-148 for Budget Amendment 21-22-109 to appropriate insurance proceeds from PGIT due to hail damage.**

STATEMENT OF ISSUE

On April 4, 2022, a weather system came thru the county and produced a severe hailstorm, damaging property in its path. Included in the damage were two (2) Health department vehicles which the county insures. This budget amendment is appropriating insurance proceeds from PGIT to repair the vehicles.

RECOMMENDED ACTION

Move to adopt resolution 21-22-148 for budget amendment 21-22-109 to appropriate hail damage insurance proceeds.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget. Insurance proceeds are being appropriated in cost center 5101 (Health Unit), account 54600 (Repairs & Maintenance) in the amount of $12,411.50.

Attachments: 21-22-109 Health Dept. Vehicles_Insurance Proceeds (BA).pdf
21-22-109R Health Dept (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
July 20, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **7/20/2022** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **5101**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Health Unit**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3694010**	**Insurance Proceeds**		**0.00**	**12,411.50**		**12,411.50**
E	**005**	**5101**	**54600**	**Repair & Maintenance**		**0.00**	**12,411.50**		**12,411.50**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate insurance proceeds from the hail damage to two vehicles on 4/4/22.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-109**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

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

Form Revised 08/05/2020

RESOLUTION NO. 21-22-148

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-109 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-109 is hereby approved and authorized to appropriate insurance proceeds from PGIT for hail damage to two Health department vehicles in the amount of $12,411.50.

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

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

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

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

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

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

PASSED AND ADOPTED this 2nd day of August, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER:	**Jonathan Harrison, Road & Bridge Director** **Clinton Howerton, Jr., P.E., County Engineer**
SUBJECT/TITLE:	**Request approval of Interlocal Agreement between Highlands County and Polk County for future roadway improvements on W County Line Road.**

STATEMENT OF ISSUE

Highlands County has provided general maintenance on this roadway since it was approved by the Board. A segment of it was resurfaced in 2014 by Highlands County, with another segment resurfaced by Polk County in 2021. Moving forward, this interlocal allows both parties to converse about any capital improvement or future land development improvements on the roadway. Polk County will be required to notify Highlands County of any development application with an access point affecting the roadway. When a capital improvement is agreed upon, equal cost share shall included in each parties' respective budget for the upcoming fiscal year.

RECOMMENDED ACTION

Move to approve Interlocal Agreement between Highlands County and Polk County for future roadway improvements on W County Line Road.

Attachments: Interlocal.Highlands and Polk Co.Roadway Improv W County Line Rd.docx

INTERLOCAL AGREEMENT BETWEEN
POLK COUNTY, FLORIDA AND HIGHLANDS COUNTY, FLORIDA
FOR FUTURE ROADWAY IMPROVEMENTS ON WEST COUNTY LINE ROAD

This AGREEMENT is made and entered into by and between Highlands County, Florida, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida, 33870 ("HIGHLANDS COUNTY") and Polk County, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 ("POLK COUNTY"). HIGHLANDS COUNTY, and POLK COUNTY are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, POLK COUNTY and HIGHLANDS COUNTY are authorized under Chapter 163, Florida Statutes, to enter into an Interlocal Agreement to make the most efficient use of their respective powers, resources, authorities and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the services provided for herein in a manner that will best utilize existing resources, powers and capabilities available to each of them; and

WHEREAS, West County Line Road is a collector road running west from U.S. 27 along the county line between Polk County and Highlands County in Sections 04/05/06, Township 33, Range 28 in Highlands County and Sections 31/32/33, Township 32, Range 28 in Polk County, Florida; and

WHEREAS, West County Line Road meanders along the county line with the portion generally north of centerline lying in Polk County and the portion generally south of centerline lying in Highlands County between North Baker Road and the intersection of U.S. 27 North; and

WHEREAS, POLK COUNTY and HIGHLANDS COUNTY desire to have a formal written agreement for the maintenance, capital improvements, and future land development improvements for West County Line Road located in both Polk County and Highlands County jurisdictions; and

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

ARTICLE I
RECITALS AND DEFINITIONS

1.1 **Recitals.** The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the Parties agree is the basis for this Agreement.

1.2 **Definitions.** The capitalized terms contained herein shall be defined as set forth in the above recitals or as specified in the following paragraphs.

ARTICLE II
AGREEMENT

2.1 **Location of Affected Roadway.** West County Line Road, identified as Polk County Road number 253302, beginning at the intersection of North Baker Road and ending at the intersection of US Highway 27 North, an approximate length of TEN THOUSAND, SEVEN HUNDRED AND FIFTY-NINE LINEAR FEET (the "Affected Roadway").

2.2 **Polk County's Obligations Under this Agreement.** POLK COUNTY shall notify HIGHLANDS COUNTY within five (5) working days of receipt of any development application submitted to POLK COUNTY for development within the jurisdictional boundary of POLK COUNTY which would provide for development with an access point or points on the Affected Roadway. HIGHLANDS COUNTY shall provide to POLK COUNTY its comments within ten (10) working days of receipt of said application. There is no intent for this Agreement to restrict POLK COUNTY's authority to make land use decisions for development within the jurisdictional boundary of POLK COUNTY.

2.3 **Highlands County's Obligations Under this Agreement.** HIGHLANDS COUNTY shall be fully responsible for all future pavement patching, cross road culvert maintenance, signage maintenance, striping maintenance drainage maintenance, ditch maintenance, right-of-way mowing, tree trimming, litter removal, and right-of-way permitting activities for the entire width of the Affected Roadway's right-of-way.

2.4 **Future Roadway Improvements.**

A. The Parties hereby agree to confer with one another each year by February 1, beginning in 2023, to determine the equal cost share for any and all capital improvements to the Affected Roadway which shall mean improvements beyond the minor improvements set forth in Section 2.3 above which are obligations of HIGHLANDS COUNTY. After the capital improvement cost is determined, each party agrees to include the same in its budget for the upcoming fiscal year.

B. Each party reserves the right to determine the best legally available source of funds to use for its share of the capital improvement costs contemplated hereby. Any obligations under this section shall not be deemed to constitute a debt, liability, or obligation of either POLK COUNTY or HIGHLANDS COUNTY or State or any other political subdivision thereof, or a pledge of the faith and credit of either County or the State or any political subdivision thereof or

be deemed as a pledge of its ad valorem taxing power as a method of meeting said obligations.

ARTICLE III
MISCELLANEOUS PROVISIONS

3.1 **Notice.** Whenever a Party desires to give notice to any other Party, it must be given by written notice delivered: (i) via registered or certified United States mail, postage prepaid with return receipt requested or (ii) via nationally recognized overnight delivery service and addressed to the Party for whom it is intended at the place last specified by each Party. Notices hereunder may also be delivered by counsel. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

3.1.1 Notices to POLK COUNTY shall be:

Chairman
Polk County Board of County Commissioners
P.O. Box 9005
Bartow, Florida 33830

With a copy to:

County Attorney
Polk County Board of County Commissioners
P.O. Box 9005, Drawer AT01
Bartow, Florida 33830

With a copy to:

Division Director
Polk County Roads and Drainage Division
P.O. Box 9005, Drawer TR01
Bartow, Florida 33830

3.1.2 Notices to HIGHLANDS COUNTY shall be:

County Administrator Highlands County Board of County Commissioners
600 South Commerce Avenue
Sebring, FL 33870

With a copy to:
County Attorney
Highlands County Board of County Commissioners
600 South Commerce Avenue
Sebring, FL 33870

With a copy to:

Department Director
Highlands County Road and Bridge Department
600 South Commerce Avenue
Sebring, FL 33870

3.2 **Severability.** If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

3.3 **Effective Date.** Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be effective upon the recording of the fully executed Agreement with the Clerks of the Circuit Court of POLK and HIGHLANDS COUNTIES, whichever is last.

3.4 **Days.** The term days in this Agreement shall mean calendar days unless otherwise so noted. If a date for performance falls on a Saturday, Sunday or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or federal holiday.

3.5 **Limitation of Liability.** IN NO EVENT, SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE DEFAULTING PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

3.6 **Waiver.** A waiver by any Party of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by any Party with the knowledge of any other Party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

3.7 **Attorneys' Fees and Costs.** Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

3.8 **Modification or Extension.** This Agreement may only be modified or extended in time by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

3.9 **Integration.** This Agreement sets forth the entire agreement between the Parties with respect to its subject matter and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the matters stated herein, whether written or oral.

3.10 **Counter parts.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

3.11 **Indemnification.** To the extent permitted by law, and without waiving sovereign immunity pursuant to Section 768.28, Florida Statutes, each Party will indemnify the other from and against any and all claims, demands, causes of action, losses, damages, penalties and expenses, including attorney's fees, arising from or incurred because of any loss or damage sustained as a result of the indemnifying Party's failure to comply with the provisions of this Agreement. Nothing herein shall be deemed a waiver, express or implied, of either Party's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

3.12 **Governing Law.** This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida.

3.13 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all successors and/or assigns of the Parties hereto.

3.14 **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.15 **Disclaimer of Third-Party Rights.** Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than POLK COUNTY and HIGHLANDS COUNTY.

3.16 **Termination.** Any Party may terminate this Agreement, with or without cause, with at least six (6) months prior written notice.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have made and executed this Agreement on the date indicated below.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kathleen G. Rapp, Chairman

Date: _____

ATTEST:
Jerome Kaszubowski, Clerk of the Board

By: _____

Print Name:

Title: _____

(SEAL)

Reviewed as to Form and Legal Sufficiency

By:_____
County Attorney's Office

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Martha Santiago, Chairman

Date: _____

ATTEST:
Stacy M. Butterfield, Clerk to the Board

By: _____

Print Name:

Title: _____

(SEAL)

Reviewed as to Form and Legal Sufficiency

By:_____
County Attorney's Office

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

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

SUBJECT/TITLE: **Request approval of the proposed Change Order for the High School Girls Lacrosse Showcase amending the date of the event to August 27-28, 2022.**

STATEMENT OF ISSUE

The Tourist Development Council on April 28, 2022 at the regularly scheduled meeting recommended to award Airstream Ventures, LLC a New Event Grant of up to $40,000 in year #1 (2022) for the High School Girls Lacrosse Showcase to be held on July 22-24, 2022. Due to the lacrosse teams being impacted by increasing COVID cases and some teams being selected for an all-star, elite event on the same date, the event organizer has requested to change the event date. The Change Order amends the event date from July 22-24, 2022 to August 27-28, 2022.

RECOMMENDED ACTION

Move to approve the proposed Change Order for the High School Girls Lacrosse Showcase amending the date of the event to August 27-28, 2022.

Attachments: Change Order 1 HS Lacrosse _ Airstream.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT
CHANGE ORDER 1

CONTRACTOR

NAME: AIRSTREAM VENTURES, LLC.
ADDRESS: 3832-010 BAYMEADOWS RD., JACKSONVILLE, FL 32217
EIN NO: 83-1228981

Pursuant to paragraph 6 of the General Terms and Conditions of that Contract between HIGHLANDS COUNTY and AIRSTREAM VENTURES, LLC., dated June 14, 2022, the Contract is hereby amended as follows:

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

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

Dated this 22 day of July 2022.

AIRSTREAM VENTURES, LLC.

By: _____
Print: Alan Verlander
Title: CEO

KENEDY GRAYSON
Notary Public, State Of Florida
Commission No. HH 143654
My Commission Expires: 6/20/2025

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Alan Verlander as the CEO of AIRSTREAM VENTURES, LLC.,, who personally swore or affirmed that he/she is authorized to execute this Agreement and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 22 day of July, 2022.

K. Grayson
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk

APPLICATION GENERAL INSTRUCTIONS
The application **must be completely filled out**. Not Applicable or N/A should be marked as appropriate.

Copies of the following items must be attached to your application:

- List of Applicant's current Officers and/or Board members (if applicable)
- Applicant's W-9 tax form for post-Event payment
- Overall & detailed Marketing Plan for the Event. This plan must outline product (event); market position/competitive analysis; target audience; target markets; marketing goals, objectives and tactics; market strategy; budget and evaluation metrics.
- Business plan outlining how the re-occurring event will increase out-of-county attendees each year
- Example of proposed Visitor/Attendee Survey

Please note: All final paperwork as outlined in the application must be submitted to the TDC **within 60 days of the conclusion of the Event**. The request for reimbursement will be considered incomplete until all of the required forms are submitted to the TDC.

HIGHLANDS COUNTY TDC NEW EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: 2022: $20,000 (grant) + $20,000 (1000 verified room nights) = $40,000
2023: $10,000 (grant) + $20,000 (1000 verified room nights) = $30,000
2024: $10,000 (grant) + $20,000 (1000 verified room nights) = $30,000

I. General Information

1. Name of Applicant: Airstream Ventures, LLC
2. Name of Event: High School Girls Lacrosse Showcase
3. Contact person: Alan Verlander
4. Contact person e-mail: alan@airstreamventures.com
5. Complete address of Applicant: 3832 Baymeadows Road #101, Jacksonville, FL 32217
   Cell phone: (904)412-6070
6. Applicant's Chief Official/Event Coordinator: Tom West
   Title:
   Address if different from above:
   Cell phone:
   Email:
7. Has Event ever received funding from the TDC? **No**
   >If yes – list years and amounts:

8. Amount Applicant is requesting for the Event/Project: 2022: $40,000 - 2023: $30,000 - 2024: $ 30,000

9. Intended use of funds: Venue Rental, marketing, officials, equipment rentals, promotional items

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

II. Details about Applicant: (describe your business or organization)
Airstream Ventures partners with events, companies and non-profits to create events that connect communities on a deeper level.

II. Schedule of Event:
TBD

IV. Event Specific Information

1. Event name: High School Girls Lacrosse Showcase
2. Type of event: Sports/Tournament
3. Dates of Event: August 27-28, 2022
4. Location of Event: Highlands County Multi-Sport Complex
5. Number of days: 3 Hours: 20+
6. Projected number of out of town participants: Out of state: 800
   In-state: 100

7. Projected number of attendees per day: 1200-1400

8. Projected number of media, staff, officials:
   Out of state: 10
   In-state: 20

9. Event/Project promoter (if other than Applicant):
   Name of promoter: Tom West
   Company name:
   Contact name: Tom West
   Address:
   Phone: (386)931-8503
   Email:
   Website:

V. Event Admission Price (if applicable) $10

VI. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Sebring/Highlands County? (This is the minimum number of rooms that must be captured by the Event and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.) 2022: 1000 2023: 1000 2024: 1000

VII. What is the GUARANTEED MINIMUM NUMBER OF EVENT ATTENDEES? How many/what percentage will be traveling to the event from outside the county? How will you document the attendees and the out-of-county percentage? Will you be providing the TDC with attendee contact information? (*Please answer each question or your application will be deemed incomplete*).
We expect 95% to be from outside the county based on data team demographics. We will survey every participant that enters in order to accurately report where people are traveling from, where they are staying, and how long they are staying. We will provide TDC with names and emails of every participant.

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

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

EVENT BUDGET SUMMARY

EVENT INCOME

Visit Sebring cannot be the sole source of income. Please list all Event income sources, types and amounts, including grants, sponsorships, registration fees, and in-kind services provided from public agencies, such as Police Department, Fire Rescue, etc. Please designate hard dollars versus in-kind.

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	**Income Amount** (or In-Kind Amount)
Please see attached budget	
Visit Sebring/TDC Funding Request	$40,000
TOTAL INCOME ALL SOURCES	$54,500

EVENT EXPENSES

Provide an itemized summary indicating the intended use of TDC funds at the bottom of this page. Please be as detailed as possible, including intended media outlets, promotional materials, etc. and the dollar amount that will be expended (tentatively) for each category. This chart will reflect the total amount of the grant you have requested. Use additional sheets if necessary.

Expense Type (Event Speakers, Signage, Insurance, etc.)	**Expense Amount**
Please see attached budget	
TOTAL EVENT EXPENSES	$49,450
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Signage	$1,500
Venue Rentals	$15,000
Officials/Trainers	$15,250
Marketing (paid social)	$2,000
Equipment Rentals	$4,000
Promotional Items	$3,000
TOTAL TDC EXPENSES	**$40,000**

Grant Application Checklist

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

Initials

AV This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: August 27-28, 2022
Date of Application: July 21, 2022

AV I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on October 28, 2022 (date 60 days after event ends).

AV I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by July 28, 2022. (date one week after the application is submitted to and accepted by the Tourism Office)

AV I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website.

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

AV I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.

AV I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.

AV I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.

AV Each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the number of people your ad reached outside Highlands County and inside Highlands County.

AV Reimbursement will only be provided at a rate of $20/verified room night. And all funds will only be reimbursed after the event is complete.

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

AV Applicant understands that it is required to submit a Room Block Report/Room Night Certification Form in order to track the amount of rooms the Event produces in order to receive funding for Verified Rooms. (page 9)

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

AV Applicant will provide the Visit Sebring office with a Certificate of Insurance (COI) naming "Highlands County Tourism Office" as additionally insured no later than 10 days before the event begins.

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

AV Applicant has included a detailed **Marketing Plan** for the Event.

AV Applicant has included a sample **Attendee Survey** for the Event.

AV As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the Post-Event Report for the Event within 60 days after completion of event to receive payment. This report should include: total number of participants, total number of coaches, spectators, staff, media, etc., information regarding where attendee came from, feedback about destination (what did they like/not like).

AV The authorized representative of the Applicant acknowledges that the representative is required to submit documentation of the authorization provided by the Applicant to the representative that confirms the representative's authority to act on behalf of the Applicant, such as a corporate resolution or a copy of a record from the State of Florida Division of Corporations that lists the person submitting the Application as an officer who has statutory authority to represent and bind the Applicant.

AV Applicant acknowledges that any material made or received by Highlands County in connection with Applicant's request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Applicant acknowledges that it cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

AV Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

AV Applicant understands that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

AV Applicant understands that this event may require a Highlands County Special Event Permit, and it is up to the applicant to complete that permit request and pay the required permit fee.

Authorized Agent: _____

Title: CEO *Date:* 7/22/22

Authorized Agent Signature: Alan Verlander

CRITERIA FOR EVALUATION OF APPLICATIONS
New Event Grant Program

Applications will be scored by TDC staff with a maximum score of one hundred (100) points per applicant. These staff scores will accompany the grants when presented to the TDC for voting. To be eligible for maximum funding based on scores, the Event must score at least an 85. Scores of 50 or less will not be eligible for funding. Scores from 55-80 will be eligible for 75% of requested funds.

I. Commitment to the Expansion of Tourism in Highlands County – Maximum 25 points
Purpose: Grant will be evaluated based on evidence of the overall tourism impact of out-of-county tourists. Expectation of the required number of estimated overnight room nights & event attendees should be shown & supported by the event marketing plan & any previous event attendee history.

1. High Impact (25 points): Multi-day event that expects to attract 700+ estimated overnight room nights and/or 5,000+ attendees with verification that at least 20% of attendees reside outside Highlands County
2. Medium Impact (15 points): Multi-day event that expects to attract 250+ estimated overnight room nights and/or 2,500+ attendees with verification that at least 10% of attendees reside outside Highlands County.
3. Low impact (5 points): Multi-day event that expects to draw less than 250 estimated overnight room nights and at least 500 attendees with no verified information of how many attendees reside outside Highlands County.

II. Soundness of Proposed Event – Maximum 25 points
Purpose: The grant request is evaluated based on the event illustrating clearly identified objectives, other additional funding sources being used and an out-of-county advertising plan. Please use the SMART Objective Worksheet (on page 9) to complete this section.

1. Objectives are clearly defined on SMART Objective Worksheet (5 points)
2. Objectives are not defined well or not defined on SMART Objective Worksheet (0 points)

<u>Additional Funding Sources/Budget</u>

1. Specific additional funding sources defined on application & confirmed for funding (10 points)
2. Additional funding sources identified but not confirmed for funding (5 points)
3. Not defined or confirmed on the application (0 points)

<u>Out of County Advertising/Marketing Plan</u>
A well-defined marketing plan will include details on market research, target market, positioning/brand perception, competitive analysis, market strategy/tactics, budget and metrics/measureables.

1. Specifically defined on the application (10 points)
2. Identified but not specifically defined on the application (5 points)
3. Not defined on the application (0 points)

III. Stability and Management Capacity – Maximum 25 points

Purpose: The grant request is evaluated based on the event having a proven record or demonstrated capacity of the organization to successfully develop resources, effectively plan, organize and implement the proposed event.

Digital Presence – Considerations - How well is the applying event represented on online, digital platforms designed to attract tourists? For example, does the applying event describe the destination in an enticing way to attract visitors? Does the applying event provide a host hotel or hotel recommendations? Does the applying event suggest other activities to do in the area?

a. Event has a mobile-friendly website that is current on website design trends and actively posting quality content (at least once a week) on at least one social media channel as the event itself (not host organization) (10 points)
b. Has event-specific website with event specific URL and an Event Page on Facebook (5 points)
c. No event-specific website or social media presence (0 points)

Event History Documentation – Consideration - For past events hosted by Applicant and funded by the TDC, were all TDC grant documentation requirements submitted and adhered to as published in policy?

1. All documentation was properly submitted and grant funds were appropriately used as outlined in the grant request (10 points)
2. Documentation was submitted but incomplete and/or grant funds not fully used as outlined on the grant request. (5 points)
3. Documentation was not submitted as required and/or grant funds not used as agreed. (0 points)

Visitor Survey – Considerations - Does the event plan to use a visitor survey to capture data for future improvements and was a sample copy provided in the application package?

1. Yes, a sample survey was included in the application with an agreement to share zip code information with the TDC post-event. Survey should capture attendee information that is helpful to capture visitor data, such as home zip code, feedback on event, length of stay in destination, quality of experience, location of stay at hotel or other accommodations, etc. (5 points)
2. No survey planned (0 points)

IV. Quality of Proposed Event – Maximum of 25 points

Purpose: The grant request is evaluated based on the event's attraction of visitors to Highlands County with a high-quality guest experience (prior to arrival through departure) thereby providing a significant economic benefit to Highlands County.

1. High Impact – Recurring event with increasing levels of participation and significant economic impact. Event uses a systemic approach to data collection and analysis, such as attendee survey, hotel room night verifications, data capturing website and digital communication with evaluations, etc. (25 points)

2. Medium Impact – Recurring event with steady level of participation and economic impact. Has digital presence but not capturing or evaluating data in an effort to attract more visitors. (15 points)

3. Low impact – First year event with level of impact unknown, does have positive anticipated level of participation and economic impact to the county OR a recurring event with a declining level of participation, low economic impact to the county, and no or very little digital presence. (5 points)

Bonus Points

Up to 10 additional points may be earned for submission of a quality Special Event Emergency Response Plan. Submissions should include traffic and parking plans, inclement weather plan; security plans; evacuation plans; hazard identification and mitigation tactics; identified leadership roles, responsibilities and reporting relationships; emergency response procedures; etc.

For all questions related to the New Event Grant Program and the application, please contact Chantel Brutus at the Highlands County Tourist Development Council (TDC) at CBrutus@HighlandsFL.gov. or call (863) 402-6909.

SMART Objective Worksheet

Draft Goal: Increase tourism in Downtown Sebring and create an economic impact in the commuinity.

Definition	Your Objective
Specific • What do I want to accomplish with this event? Why? • What is the desired result?	Driving people to downtown Sebring throughout the weekend for a new sporting event that also fills hotel rooms in the area and leaves an economic impact on the destination. Through the marketing components we aim to show Sebring as an area on the rise.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	Hotel room nights as well as economic impact numbers we will utilize the hotel room certification form as well as the STR Report to verify.
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	Tom West has been connected to the Lacrosse community for years and runs tournaments across the country. With support from the local government and local TDC we can grow this event into a yearly staple within the Highlands County community.
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	This event will help support Sebrings vision as a destination and encourage more events to come to the area.
Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	We will begin now until the end of the tournament. Which will be plenty of time to achieve our goals.

Final Goal:

Increase tourism and create a lasting event in Sebring.

High School Lacrosse Tournament Budget
July 22-24, 2022
Sebring, FL

Revenue		
Ticket Revenue	$	14,000.00
Concessions/Food Truck	$	500.00
TDC Grant	$	20,000.00
Room Rebate	$	20,000.00
TOTAL REVENUE	**$**	**54,500.00**
Expenses		
Venue Rental	$	15,000.00
Officials	$	10,500.00
Marketing	$	2,000.00
Equipment Rentals	$	4,000.00
Promotional Items	$	3,000.00
Apparel	$	2,500.00
Insurance	$	2,500.00
Trainers	$	4,750.00
Travel	$	3,500.00
Staffing	$	3,200.00
Signage	$	1,500.00
TOTAL EXPENSES	**$**	**52,450.00**
NET	**$**	**2,050.00**

High School Girls Lacrosse Showcase

Business Plan:

For the High School Girls Lacrosse Showcase our team will utilize our extensive experience in executing tournaments of similar scope, as well as our network in the High School Athletics world to help spread the word about the event. To position the event appropriately and drive participation, a comprehensive promotional marketing and media strategy has been developed.

Acquiring Teams:

Tournament Director Tom West has been engrained in the Lacrosse community for years.

Coach West is one of the most accomplished coaches in Florida high school boys lacrosse history. In the Fall of 2021, he was named Director of Lacrosse and Varsity Boys' Head Lacrosse Coach at The Bolles School. Prior to this role, he led Ponte Vedra High School for 13 seasons with a record of 221-33. Under his watch, the Sharks won eight consecutive district titles, five regional championships and made two state finals. In 2019, Ponte Vedra went 24-1 to win the state championship and earn national recognition as a top team in the country. West was named the 2019 boys lacrosse coach of the year by the Florida Dairy Farmers Association, and LAXRecords.com named him national coach of the year.

West has spent 24 years as a college and high school lacrosse coach, winning almost 400 games with stops in Pennsylvania and Vermont. He has a long history of building programs. He started both the Ponte Vedra and Matanzas high school teams and on the club side he founded Team Florida Lacrosse and was a co-founder of the Florida Possums and Ponte Vedra Sand Gnats. After playing Division III lacrosse at Castleton University in Vermont, West served as an assistant coach at Norwich University and the head coach at St. Michaels College. Through his vast experience with club programs, West has connected hundreds of players in the Southeast with colleges and universities since 2005.

"Being involved with Florida lacrosse from its early roots and seeing the way it's grown has been a life changing experience and I am incredibly proud to see a sport I love grow the way it has," said West. "I'm looking forward to the opportunity with Florida Crabs to get some of these players in front of coaches who are from around the country so they can see what a powerhouse Florida has become. All these Florida lacrosse players are going to have a chance to play on a team together, travel to areas where lacrosse is a more developed level of play and find an opportunity to play college lacrosse somewhere - that's what this team is all about."

West will help lead Crabs' efforts to grow lacrosse in the Sunshine State, joining a club founded in 2018 to bring together the best players statewide. From his three decades building the original Crabs franchise in Baltimore into a national power, founder and CEO Ryan McClernan believes that experienced coaches like West are the route to increased national prominence for areas beyond the traditional hotbeds. The Florida Crabs will sponsor boys teams in the high school classes of 2021 through 2025 this summer and fall, giving Florida's best players the chance to learn from their peers and compete against the nation's best players.

Through Tom's extensive connections, we will be able to acquire teams from all over the southeast to come to this tournament. The goal is for this tournament to become a staple in the lacrosse community.

How Lacrosse will INCREASE out-of-county Visitors to Highlands

The High School Girls Lacrosse Showcase is an exciting event to your destination, marketing your area to the lacrosse community and your locals. The participants thatwill be participating in the tournament are all under the age of 18. This will result in each participant bringing 1+ additional guest to your area. The goal is to market Sebring/Highlands County as a family/group destination.

Our events are more than just one tournament – they are events designed to keep the participants engaged throughout the day for an extended stay in your destination.

- Participants will receive information on where to stay and things to do in Highlands County
    - Airstream Ventures will work with Visit Sebring on creating this material to send out

Marketing Plan:

- A first-class lacrosse tournament experience that drives people to your destination
    - Average 900-1200 players with more than 1,400 visitors, producing 1000 room nights
- Marketing of your destination to high school lacrosse teams across the country
    - Dedicated webpage for the event
        - Logo inclusion & links to your website and videos
    - Social media promotion, with links to your website and videos
- Integrated email campaign that focuses on three primary audiences:
    - Tournament Marketing (to broad audience, driving awareness, nurturing those that have high engagement to participate)
    - Sales Marketing (to prospective customers for sponsorship)
    - Destination Marketing (Drive awareness of Sebring and Highlands County as a destination)

Post-Event Recap and Follow-Up

- Attendees will be sent a post-event recap to complete through Google Forms

Post-Event Attendee Survey

1. Where did you stay while in Sebring Area/Highlands County?

   _____

2. How many nights were you here?

   _____

3. What did you do during your stay?

   _____

4. Did you attend any restaurants while visiting?

   _____

5. Is there anything you did not like about Highlands County?

   _____

6. Would you visit Highlands County again?

   _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Airstream Ventures, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3832-010 Baymeadows Road, #101

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville, FL 32217

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 3 - 1 2 2 8 9 8 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Alan Verlander* Date ▶ 09/29/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Highlands County Tourist Development Council. Applicant is in full agreement with the information contained herein. To the best of Applicant's knowledge, the information contained in this Application and its attachments is accurate and complete.

Applicant Name: Alan Verlander

Date: 7/22/22

By: _____
(Signature)

Its:

(Title)
State: Florida County: Duval

Before me this day personally appeared Alan Verlander (name) as CEO (title) of Airstream Ventures (applicant) to me well known or produced identification _____ (type of ID) and who executed the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal (date) 7/22/22

My Commission expires (date) 6/20/25

Signature of Notary K. Grayson

KENEDY GRAYSON
Notary Public, State Of Florida
Commission No. HH 143654
My Commission Expires: 6/20/2025

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER: **Ingra Gardner**

SUBJECT/TITLE: **Request to appoint Charlie Martin to the Veterans Advisory Board.**

STATEMENT OF ISSUE

Presently, there are two (2) board vacancies for the Highlands County Board of County Commissioners Veterans Advisory Board. We respectfully recommend Charlie Martin for a three (3) year term representing the Avon Park district. If appointed, Mr. Martin's term will begin August 4, 2022.

RECOMMENDED ACTION

Move to appoint Charlie Martin representing the Avon Park district to a three (3) year term from August 4, 2022.

Attachments: Charlie Martin VAB Application (2).pdf

APPLICATION

(To request appointment to the Veterans Services Advisory Board)

Name: Charles A. Martin, Jr.
Address: 751 N. Riverdale Rd.
Avon Park, Fl. 33825
Phone: 863-453-6230 **Cell Phone:** 863-873-3535

I wish to be appointed to the following board, committee, authority or special activity of the Veterans Services Advisory Board as a: ☒ regular member ☐ alternate ☐ advisory only.

Employment Experience:

Current: Retired, (U.S. Army,1991,Warrant Officer (WO2))
Brief Description:
Previous:
Brief Description:

Education / Special Training

High School:
College: AS, Business Adminastratino
Special training: Leadership and MManagement

Activities and Interests:

Assisting veterans in any capacity, fishing, gardening, and hunting

List any boards or committees to which you are currently appointed, elected offices held, or law enforcement positions held:

Junior Vice Commander, Disabled American Veterans, Chapter #49, Sebring, Fl,
Truste, VFW Post #9853, Avon Park, Fl.

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. Part II, Number 10, of the Code of Conduct prohibits *"Being convicted of a felony or first degree misdemeanor as defined by Florida Statutes or any other crime involving moral turpitude."* Have you ever been convicted of a crime that would preclude you from serving on a committee, board or panel? ☐ Yes ☒ No

Date Submitted: 07-21-2022 Signature: Charles A. Martin, Jr.

Reviewed DD Form 214 for VAB Application - approved @
7-22-2022 CVSO, Denise Williams Renee Dudlicu

Charles A. Martin Jr
751 N. Riverdale Rd
Avon Park, FL 33825

July 21, 2022

Highlands County
Veteran Services Advisory Board
600 S. Commerce Ave
Sebring, FL 33870

Enclosed is my application to be a regular member of the Veterans Services Advisory Board. I am a 100% service-connected disabled veteran. I retired from the Army in 1991 after serving for 20 years.

As reflected in the application, my extensive background and experience in government administration and technical operations will bring added value to the Board. In addition to my formal training, I also served as the Battalion Family Support Officer for 18 months while serving in Hawaii. I have also served as a Veteran Service Officer helping other veterans prepare their VA claims for benefits and entitlements.

I greatly appreciate you consideration and look forward to speaking with you soon.

Respectfully,

Charles A. Martin, Jr

Charles A. Martin, Jr

751 N. Riverdale Rd
Avon Park, FL 33825
H: 863-453-6230
M: 863-873-3535

Employment Experience

* 1971 - 1991 US Army, retired CW2 (Chief Warrant Officer, Military Intelligence Analyst). Vietnam veteran, 1973. Other deployments include Operation Bright Star (Egypt) and Joint Service Operation (Honduras). Honorable Discharge, 1991. Awards include Army Commendation Medal, Meritorious Service Medal, Republic of Vietnam Armed Forces Honor Medal, and more.

* 1991 - 1993 Highlands County - Junior Property Appraiser

Education / Special Training

* Associate in Science, Business Administration - South Florida State College, 1997.

* Leadership and Management - Multiple courses and training by the US Army on Leadership and Management, including Professional Leadership Development Course, Basic Non-Commissioned Officer Course, Advanced Non-Commissioned Office Course, Warrant Officer Technical Certification School, and others.

Activities and Interests

* Very active in the local Veteran Community. I am a member of Disabled American Veterans, Vietnam Veterans of America, Veterans of Foreign Wars, and Military Officers Association.

* Jr. Vice Commander, DAV, Chapter #49, Sebring FL (Current)

* Trustee, VFW Post #9853, Avon Park, FL (Current)

* Chapter President, VVA, 2015 - 2017, Chapter #1097

Important:

The Highlands County Board of County Commissioners has adopted "Code of Conduct" for persons serving on committees, boards, and panels appointed by the Highlands County Board of County Commissioners. Part II, number 10, of the Code of Conduct prohibits "Being convicted of a felony or first degree misdemeanor as defined by Florida Statutes or any other crime involving moral turpitude." Have you ever been convicted of a crime that would preclude you from serving on a committee, board, or panel? ___Yes X No

Date Submitted: 7-21-22 Signature Charles A. Martin Jr

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **Request approval of Amendment 1 of the Real Property Purchase Agreement between Highlands County and Gloria S. Crutchfield for the purchase of 12 acres located at 1500 Arbuckle Creek Road, Sebring, Florida 33870.**

STATEMENT OF ISSUE

The Real Property Purchase Agreement contemplated a License Agreement between the parties to allow the Seller to utilize the Property after the closing for the purpose of maintaining the citrus crop and harvesting the same. The Seller has informed the County that it is no longer interested in harvesting the citrus currently located on the Property which the County is purchasing. This proposed Amendment removes the License Agreement requirement entirely. Following closing the County will take full, unencumbered access to the Property.

RECOMMENDED ACTION

Move to approve Amendment 1 of the Real Property Purchase Agreement between Highlands County and Gloria S. Crutchfield for the purchase of 12 acres located at 1500 Arbuckle Creek Road, Sebring, Florida 33870.

Attachments: First Amendment to RPPA.Crutchfield.SGS.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of Large-Scale Plan Amendment, CPA-22-599LS, for updates to the Water Supply Facilities Work Plan and Text Amendments to the Highlands County 2030 Comprehensive Plan.**

STATEMENT OF ISSUE

On May 17, 2022, the Board approved transmittal of CPA-22-599LS to the Florida Department of Economic Opportunity (DEO) for expedited state review. DEO did not have any comments on the proposed amendments, nor did any of the reviewing agencies.

As part of the County's Long Range Planning, an update is proposed to the County's Water Supply Facilities Work Plan (Water Supply Plan) for a ten (10) year planning period from 2022 through 2032. The updates are proposed for incorporation into the Highlands County 2030 Comprehensive Plan. The Elements proposed for amendment include the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance 21-22-31, Large Scale Plan Amendment CPA-22-599LS, updating the Water Supply Facilities Work Plan and amending the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Economic Opportunity for compliance determination.

Attachments: Staff Report CPA-22-599LS WSP 2022-2032 BCC.pdf
Ordinance CPA-22-599LS Water Supply Plan Update.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Large Scale Comprehensive Plan Text Amendment	**BCC Hearing Date:** 8/2/2022
Case Number: CPA-22-599LS	**Case Name:** Water Supply Plan Update
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Amendment: CPA-22-599LS – Large Scale Comprehensive Plan Text Amendment

Proposal: Amending the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County 2030 Comprehensive Plan and updates to the Water Supply Facilities Work Plan

Area Covered
By Amendment: County-wide

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance 21-22-04, Large Scale Plan Amendment CPA-21-592LS adding a Property Rights Element to the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Economic Opportunity for compliance determination.

2. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve the Large Scale Plan Amendment CPA-22-599LS amending the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County 2030 Comprehensive Plan and the updated Water Supply Facilities Work Plan for transmittal to the Florida Department of Economic Opportunity for expedited state review.

3. **Excerpt from the May 17, 2022, DRAFT BCC Minutes: "Public hearing to consider CPA-22-599LS for Transmittal to the Florida Department of Economic Opportunity, a Large-Scale Plan Amendment for Text Amendments to the Highlands County 2030 Comprehensive Plan and updates to the Water Supply Facilities Work Plan.**
   Melony Culpepper, Planning and Zoning Manager, and Merle H. Bishop, Senior Planner, Pennoni Associates Inc., presented. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

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

Commissioner Roberts moved approval of the Large-Scale Plan Amendment CPA-22-599LS amending the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County 2030 Comprehensive Plan and the updated Water Supply Facilities Work Plan for transmittal to the Florida Department of Economic Opportunity for expedited state review. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Proof of Publication file & SMB 147 Page 87.***

4. **Staff Recommendation to P&Z:** Recommend to the Board of County Commissioners (BCC) to approve the Large Scale Plan Amendment CPA-22-599LS amending the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County 2030 Comprehensive Plan and the updated Water Supply Facilities Work Plan for transmittal to the Florida Department of Economic Opportunity for expedited state review.

5. **Excerpt from the May 10, 2022 DRAFT P&Z Minutes, and Recommendation to the BCC: "B. CPA-22-599LS – ORDINANCE NO. 21-22- - AMENDING THE FUTURE LAND USE ELEMENT, INFRASTRUCTURE ELEMENT, NATURAL RESOURCES ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, AND CAPITAL IMPROVEMENTS ELEMENT OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND UPDATING THE WATER SUPPLY FACILITIES WORK PLAN – C/O MELONY CULPEPPER, ASSISTANT DEVELOPMENT SERVICES DIRECTOR/PLANNING AND ZONING MANAGER** Mr. Roberts read the request and Mrs. Culpepper presented the request. The South Florida Water Management District asked for a few revisions in the draft Water Supply Plan related to the Sebring Airport Authority and there was a correction needed from the previous hearing. There were no letters received, and no one spoke in favor of or against the request.

   Motion by Mrs. Hunnicutt and seconded by Mr. Reed to recommend to the Board of County Commissioners to approve the Large Scale Plan Amendment CPA-22-599LS amending the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County 2030 Comprehensive Plan and the updated Water Supply Facilities Work Plan for transmittal to the Florida Department of Economic Opportunity for expedited state review.

   Upon roll call, all members voted yes. **Motion carried 4-0."**

6. **Excerpt from the April 12, 2022 DRAFT P&Z Minutes, and Recommendation to the BCC: "B. CPA-22-599LS – ORDINANCE NO. 21-22- - AMENDING THE FUTURE LAND USE ELEMENT, INFRASTRUCTURE ELEMENT, NATURAL RESOURCES ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT,**

AND CAPITAL IMPROVEMENTS ELEMENT OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND UPDATING THE WATER SUPPLY FACILITIES WORK PLAN – C/O MELONY CULPEPPER, ASSISTANT DEVELOPMENT SERVICES DIRECTOR/PLANNING AND ZONING MANAGER Mrs. Hunnicutt read the request and Mrs. Culpepper presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mr. Ingler and seconded by Mr. Reed to recommend to the Board of County Commissioners to approve the Large Scale Plan Amendment CPA-22-599LS amending the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County 2030 Comprehensive Plan and the updated Water Supply Facilities Work Plan for transmittal to the Florida Department of Economic Opportunity for expedited state review.

Upon roll call, all members voted yes. **Motion carried 4-0."**

Supplemental Material/Issue Analysis Report:

To consider adoption of the proposed update to the 10-Year Water Supply Facilities Work Plan, for a planning period of not less than ten years, and text amendments to the Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County 2030 Comprehensive Plan to incorporate the County's update to the 10-Year Water Supply Facilities Work Plan.

Attachments:

1. Proposed Element Amendment Summary
2. Proposed Element Amendments
3. Updated Water Supply Plan

Proposed Text and Map Amendments to the Highlands County 2030 Comprehensive Plan and Update to the 10-Year Water Supply Facilities Plan

An update to the 10-Year Water Supply Facilities Work Plan and to incorporate this update into the Highlands County 2030 Comprehensive Plan. The adopted water supply work plan must comply with the statutory requirements for water supply and facility planning for the following elements: Potable Water, Conservation, Intergovernmental Coordination, Capital Improvements, and other elements whereas they may pertain to each of the said elements.

Element Summaries

Applicable Goals, Objectives, Policies, and Maps of the following Elements:

Future Land Use Element

- Policy updates to the Water Supply Facilities Work Plan as a reference to the Comprehensive Plan

Infrastructure Element

- Reference to adopt the Water Supply Facility Work Plan
- Acknowledge on-going conservation efforts

Natural Resources Element

- No amendments proposed

Intergovernmental Coordination Element

- Minor modifications
- Proposed Joint Planning Notification Area Maps for the FLU Map Series

Capital Improvements Element

- No amendments proposed

FUTURE LAND USE ELEMENT

The only area within the Future Land Use (FLU) Element that proposes text amendments to existing policies is in Policy 6.3, Objective 6. These proposed text amendments are presented in legislative format. The FLU Goal is provided for context only.

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 6: PROTECT GROUNDWATER RESOURCES

The County shall continue to undertake measures to protect groundwater and designated aquifer recharge areas from contamination and depletion.

Policy 6.3: Water Supply Plan Updates

Highlands County hereby adopts by reference the Highlands County 10-Year Water Supply Facilities Work Plan (WSFWP) Update 2022-2032 dated August 2, 2022. The County shall ~~review and update the WSFWP at least every 5 years, within eighteen (18) months after the adoption of an update to~~ coordinate with the staff of the South Florida and Southwest Florida Water Management District~~s as~~ Regional Water Supply Plans ~~are updated~~. Any changes that occur within 5 years of the WSFWP shall be included in the Capital Improvements Plan update, if applicable, to ensure consistency between the Water Management Districts and the Capital Improvements Element ~~After completion of the updates to the Water Management District Plans, the County shall update its 10-Year Water Supply Facilities Work Plan and related water supply policies to address alternative water sources and needed capital improvements~~ .

Comment: Policy updates. Provision to keep the Water Supply Plan current.

No Change

FUTURE LAND USE ELEMENT

There are not any proposed text amendments to existing language nor is there any proposed new language to the Goal and Objectives 1 through 5, Objective 6, Policies 6.1 and 6.2 and Objectives 7 through 16 of the Future Land Use Element. This is shown below as "(No Change)".

GOAL: ENSURE A HIGH QUALITY, DIVERSIFIED LIVING ENVIRONMENT THROUGH THE EFFICIENT DISTRIBUTION OF COMPATIBLE LAND USES, DISCOURAGE URBAN SPRAWL, PROTECT ENVIRONMENTALLY SENSITIVE LANDS, REDUCE GREEN HOUSE GAS EMISSIONS, AND PROVIDE GUIDANCE FOR THE LOCATION, TYPE, AND INTENSITY FOR NEW DEVELOPMENT, WITHIN THE 2010 TO 2030 PLANNING PERIOD**.** - (No Change)

Objective 1: Growth Management Strategy - (No Change)

Objective 2: Purpose and Intent of the Future Land Use Map - (No Change)

Objective 3: Platted Lands Strategy - (No Change)

Objective 4: Land Development Regulations and Project Reviews - (No Change)

Objective 5: Concurrency Clearance - (No Change)

Objective 6: Policy 6.1: Measures to Protect Potable Water and Aquifers - (No Change)
Policy 6.2: Policy 6.2: Map Well and Groundwater Information on Future Land Use Map Conservation Overlay - (No Change)

Objective 7: Protect Cultural Resources - (No Change)

Objective 8: Kissimmee River - (No Change)

Objective 9: Protect Natural Resources - (No Change)

Objective 10: Military Base Encroachment - (No Change)

Objective 11: Hazard Mitigation - (No Change)

Objective 12: Lake Placid Regional Plan - (No Change)

Objective 13: Directing Urban Development within Highlands County will be facilitated by the Use of Specific Area Plans - (No Change)

Objective 14: Sustainable Community Overlay and Sustainable Community - Characteristics (No Change)

Objective 15: Site Specific Developments - (No Change)

Objective 16: Voluntary Vision Plan Framework - (No Change)

INFRASTRUCTURE ELEMENT

The areas within the Infrastructure Element that propose text amendments to existing Goals, Objectives, and Policies are in Goal 4, Objective 1 and Policy 1.1, Objective 2 and Policy 2.1, and Objective 6 and Policies 6.1 and 6.3. These proposed text amendments are presented in legislative format.

INFRASTRUCTURE ELEMENT:

GOAL 4: TO COLLABORATE WITH AND SUPPORT THE UTILITY PROVIDERS THAT SERVE THE UNINCORPORATED PORTIONS OF HIGHLANDS COUNTY IN PROVIDING SUFFICIENT POTABLE WATER, AS ~~DETERMINED BY A~~ IDENTIFIED IN THE 10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE, THAT IS ALLOCATED THROUGH AN EFFICIENT AND EFFECTIVE SERVICE PROVIDER PROGRAM, THAT PROMOTES ~~INCORPORATES~~ WATER CONSERVATION AND ~~RECLAMATION~~RECLAIMED WATER USE, AVAILABLE TO ALL NEW DEVELOPMENT AND, WHERE APPROPRIATE ~~APPLICABLE~~, EXISTING DEVELOPMENT THAT IS CONSISTENT.

OBJECTIVE 1: ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS

Recognize that properly located, designed and regulated on-site sewage treatment and disposal systems will serve as a means of wastewater treatment in residential areas of less than one dwelling unit per gross acre.

All new ~~created~~ residential development ~~areas~~ with a gross density greater than one dwelling unit per gross acre, new multi-family development, new commercial development, new industrial development, and new public and private meeting places shall be served by a central wastewater system and shall coordinate with the appropriate utility provider~~s~~ that serves the unincorporated portions of the County unless central wastewater is not available within a quarter mile and fewer than three equivalent residential units (ERUs) are generated by the use or as specified in the Land Development Regulations. Connection shall be required in accordance with Florida Statutes and the Florida Administrative Code.

Policy 1.1: LDRs to Comply with State Code

The County shall continue to review and modify, where necessary, its Land Development Regulations to assure that they are in conformance, at a minimum, with Chapter 64 E-6, Florida Administrative Code (F.A.C.) "Standards for On-Site Sewage Treatment and Disposal Systems" and that the Land Development Regulations reflect the requirements of the Concurrency Management System.

Comment: Objective and Policy updates. Clarification.

OBJECTIVE 2: CENTRAL WASTEWATER SYSTEMS

Recognize that certain land uses, and development densities and intensity require central wastewater systems and require coordination with utility providers for the unincorporated portions of the County.

Policy 2.1: Central Wastewater Density Threshold, Development Standards, and Levels of Service

A. All new establishments and residential units that are required by the policies of this objective to be served by a central wastewater system, shall connect to central wastewater collection lines at the time of initial development, but only where the nearest wastewater line is located closer than one-quarter mile from the property line boundary, as measured and accessed via existing easements or rights-of-way consistent with State rules and guidelines.

B. The County shall continue to review and modify, where necessary, its Land Development Regulations to assure that:

1. Central wastewater systems shall be provided:

a. For residential development with ~~In Highlands County where land is developed at~~ densities greater than one dwelling unit per gross acre unless central wastewater is not available within a quarter mile and fewer than three equivalent residential units (ERUs) are generated by the use or as specified in the Land Development Regulations,

b. For mobile home parks and campground development and districts,

c. For all new commercial and industrial development (except as otherwise allowed on septic systems),

d. Except as otherwise provided herein, existing developments utilizing on-site wastewater treatment and disposal systems will be required to connect to central wastewater treatment facilities when made available consistent with the requirements of Florida Statutes and the Florida Administrative Code.

2. When domestic wastewater flows are expected to exceed 10,000 gallons per day per establishment (pursuant to Chapter 64 E-6, Florida Administrative Code) or, notwithstanding the property's

zoning district, all new residential subdivisions with a gross density greater than one dwelling unit per acre shall be served by a central wastewater system.

3. All newly constructed private central wastewater systems shall be engineered for eventual integration into a publicly operated interceptor central wastewater network.

4. The County shall coordinate with the utility providers for the unincorporated areas to meet the minimum Level of Service standard in the design of wastewater treatment plants ~~shall be~~ as follows:

RV Park	75 gpcd
Mobile Home Park	100 gpcd
Single-Family Subdivision	120 gpcd
Multi-Family Development	120 gpcd

5. Standards for the proper location, construction, operation, monitoring, reporting, and maintenance of package wastewater treatment plants shall be included in the LDRs.

C. Whenever connection to a private or public central wastewater system is refused by an operator; is unavailable at the time of construction; or, whenever connection points to an interceptor are more than one-quarter mile from the property line boundary of the project, the County shall require connection to a central wastewater system available from a utility provider consistent with the requirements of Florida Statutes and the Florida Administrative Code. The County may approve an incremental or phased installation of a central wastewater system to accommodate the development.

Comment: Objective and Policy updates. Clarification.

OBJECTIVE 6: SUPPORT THE UTILITY PROVIDERS THAT SERVE THE UNINCORPORATED PORTIONS OF HIGHLANDS COUNTY TO ENSURE~~IN PROVIDING~~ SUFFICIENT POTABLE WATER CAPACITY IS AVAILABLE TO RESIDENTIAL AND NON-RESIDENTIAL USERS ~~WITHIN WATER SERVICE AREAS~~ CONSISTENT WITH THE WATER SUPPLY FACILITIES WORK PLAN

Utilize the data, analysis, and recommendations of the Supply Facility Work Plan (WSFWP) as a guide to monitor water providers serving unincorporated portions of Highlands County.

Policy 6.1: Water Supply Plan Updates

A. Highlands County shall coordinate with the staff of the South Florida and Southwest Florida Water Management Districts as Regional Water Supply Plans are updated. The County shall review and update the Highlands County 10-Year Water Supply Facilities Work Plan (WSFWP) at least every five (5) years, w~~W~~ithin eighteen (18) months after the adoption ~~of completion~~ of ~~the~~ updates to the South Florida and Southwest Florida Water Management District Regional Water Supply Plans. Any changes to occur within the first five (5) years of the WSFWP shall be included in the annual Capital Improvements Plan update to ensure consistency between the infrastructure and Capital Improvements Elements.~~the County shall update its 10-Year Water Supply Facilities Work Plan and related water supply policies to address alternative water sources, water conservation and needed capital improvements.~~

B. The County hereby adopts by reference the Highlands County 10-Year Water Supply Facilities Work Plan (WSFWP) Update 2022-2032, dated *[insert adoption date of this Plan Update]*.~~, and titled "10-Year Water Supply Facilities Work Plan Update 22017-2027."~~ The WSFWP ~~Work Plan~~ addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the County.

Policy 6.3: Study Existing Public Water Systems

The County staff shall monitor public and private water facilities ~~the entity~~ having operational responsibility in the unincorporated portions of Highlands County as they continue to compile data on current demand, level of service, and an analysis of the general performance for each identified ~~public and private~~ potable water facility. The information generated by this survey shall be used as reference material for implementing Future Land Use Policy 6.2.

A. The County shall coordinate with the utility providers to identify and monitor water supply source deficiencies and improvements needed to

serve ~~serving~~ unincorporated portions of Highlands County consistent with ~~as tracked by~~ the County's 10-Year Water Supply Facilities Work Plan.

B. The County shall coordinate with the utility providers to identify and monitor water supply demands created by new development within the County for ~~their~~ impacts upon public water supply providers and as it pertains to their respective 10-Year Water Supply Facilities Work Plan and the Regional Water Supply Plans of the SWFWMD and the SFWMD.

C. Where practical, the County shall assist ~~the~~ utility providers to decentralize their potable water by locating new wells and associated water supply infrastructure in strategic locations to ensure ~~assure~~ sufficient water pressures throughout the system and to distribute aquifer draw downs.

A. The County shall coordinate with and strongly encourage utility providers, wherever possible, to construct loops within their ~~its~~ water distribution systems~~, comprising loops,~~ to more evenly maintain consistent water pressure.

Comment: Objective and Policy updates. Clarification.

No Change

INFRASTRUCTURE ELEMENT

There are not any proposed text amendments to existing language nor is there any proposed new language to the Goals and Objective 1, Policies 1.2 through 1.5, Objective 2, Policy 2.2, Objectives 3 through 5, Objective 6, Policies 6.2, 6.4 through 6.13, and Objectives 7 through 14 of the Infrastructure Element. This is shown below as "(No Change)".

GOAL 1: TO PROVIDE A HIGH LEVEL OF INFRASTRUCTURE SERVICES TO COUNTY RESIDENTS WITHIN THE 2010 TO 2030 PLANNING PERIOD. – (No Change)

GOAL 2: TO PROTECT AND ENHANCE ENVIRONMENTAL QUALITY THROUGH ENSURING HIGHER STANDARDS OF WATER, WASTEWATER, SOLID WASTE, AND STORMWATER MANAGEMENT SERVICES. – (No Change)

GOAL 3: TO MAXIMIZE UTILIZATION OF EXISTING INVESTMENT AND FACILITIES UNDER BOTH PUBLIC AND PRIVATE OWNERSHIP. – (No Change)

Objective 1: Policy 1.2: Development Standards for Septic Systems – (No Change)
Policy 1.3: Grey-Water/Black-Water Septic Systems – (No Change)
Policy 1.4: Septic System Management Program – (No Change)
Policy 1.5: Use of the Performance-Based On-Site Wastewater Disposal System – (No Change)

Objective 2: Policy 2.2: Survey Wastewater Treatment Facilities – (No Change)

Objective 3: Expansion of Central Wastewater Treatment Systems – (No Change)

Objective 4: Maintain Adopted Levels of Service for Wastewater Treatment – (No Change)

Objective 5: Growth Management Through Central Wastewater Systems – (No Change)

Objective 6: Policy 6.2: Design Capacities for Public Water Systems – (No Change)
Policy 6.4: Water Storage Deficiencies – (No Change)
Policy 6.5: Mandatory Connection to Central Water System – (No Change)
Policy 6.6: Wellhead Protection Zones – (No Change)
Policy 6.7: LDRs for Wellhead Protection Zones – (No Change)
Policy 6.8: Clearinghouse Procedures for Public Water Systems – (No Change)
Policy 6.9: Reserved – (No Change)
Policy 6.10: Additional Task for Sewer and Water – (No Change)
Policy 6.11: Support Quality of Water Improvement Project (QWIP) – (No Change)
Policy 6.12: Promote Public Health Risk Education – (No Change)
Policy 6.13: Community-Wide Potable Water/Wastewater Monitoring – (No Change)

Objective 7: Potable Well Design and Water Quality Standards – (No Change)

Objective 8: Conserve Potable Water Resources – (No Change)

Objective 9: Solid Waste Disposal Capacity – (No Change)

Objective 10: Recycling Program – (No Change)

Objective 11: Prohibit Incineration of Certain Wastes and Their Imports to Landfill Sites – (No Change)

Objective 12: Correct Drainage Facility Deficiencies – (No Change)

Objective 13: Maximize Use of Existing Stormwater Facilities – (No Change)

Objective 14: Protect Natural Drainage Features – (No Change)

INTERGOVERNMENTAL COORDINATION ELEMENT

The areas within the Intergovernmental Coordination Element that propose text amendments to existing Objectives and Policies are in Objective 8, Policies 8.1 8.2, 8.3, and 8.4. These proposed text amendments are presented in legislative format. The Intergovernmental Coordination Goal is provided for context only.

INTERGOVERNMENTAL COORDINATION ELEMENT:

GOAL: TO PROVIDE EFFECTIVE GOVERNMENT AND ADEQUATE PUBLIC SERVICES USING INTERGOVERNMENTAL COORDINATION TO MAXIMIZE EFFICIENCY IN PROVIDING SERVICES AND FACILITIES, TO REDUCE DUPLICATION OF EFFORT AND TO SOLVE COMMON PROBLEMS WITHIN THE 2010 TO 2030 PLANNING PERIOD.

OBJECTIVE 8: JOINT PLANNING AREAS

As provided under the authority of Section 163.3171, Florida Statutes, Highlands County shall, in conjunction with the municipalities of Avon Park, Sebring and Lake Placid, establish and implement joint municipal planning areas through inter-local agreements.

Policy 8.1: Municipal Growth and Provision of Services

The County shall continue to coordinate with the municipalities of Avon Park, Sebring and Lake Placid, and other jurisdictions as appropriate, to implement a joint planning area and process ~~and delineate the~~, which includes identifying the delineation, direction and extent of municipal growth to ~~for the purpose of ensuring~~ ensure adequate, efficient and equitable provision of needed services.

Policy 8.2: Joint Planning Areas with the Municipalities

Highlands County shall establish joint planning areas with the municipalities of Avon Park, Sebring and Lake Placid (and shall identify such areas in the County's Future Land Use Map series) and may ~~consider developing~~ develop interlocal agreements for planning within these areas.

The inter-local agreements shall provide procedures for annexation consistent with the provisions of Chapter 171, Part 1, *Municipal Annexation and Contraction,* and Part II, *Interlocal Service Boundary Agreements, F.S.* and development review, in relation to the existing Comprehensive Plans and Land Development Codes of adjacent jurisdictions;~~,~~ and shall map joint infrastructure service areas.

Policy 8.3: Joint Planning Areas – Minimum Considerations

When establishing boundaries for joint municipal planning areas, Highlands County and the municipalities shall, at a minimum, consider previously established planning area boundaries, municipal and county infrastructure service areas, existing and planned jurisdiction boundaries ~~lines~~ and local comprehensive plans.

Policy 8.4: Annexed Property – Regulatory Status

Subsequent to establishing an inter-local agreement and as long as it remains in effect, the following provisions shall apply to the unincorporated area located within an established municipal planning area consistent with the provisions of Section 171.062, *Effects of Annexation or Contractions,* F.S.:

A. An amendment to the applicable municipal comprehensive plan shall be required in order to include such unincorporated areas within the municipal plan.

B. The Highlands County Comprehensive Plan and implementing Land Development Regulations shall remain in effect for all unincorporated areas. Upon annexation, the applicable local comprehensive plan and land development regulations shall be determined as follows:

1. If Provision A. above has been accomplished, the municipal comprehensive plan and land development regulations shall take effect at the time of voluntary annexation subject to a determination by the Highlands County Local Planning Agency that the requirements contained in the applicable inter-local agreement have been satisfied and subject to the completion of any subsequent final plan amendment action that may be required, or

The Highlands County Comprehensive Plan and Land Development Regulations shall remain in effect until the municipality adopts a municipal plan and zoning amendment that includes the annexed area.

Comment: Policy updates. Clarification.

No Change

INTERGOVERNMENTAL COORDINATION ELEMENT

There are not any proposed text amendments to existing language nor is there any proposed new language to the Goal and Objectives 1 through 7, Objective 8, Policy 8.5, and Objectives 7 through 13 of the Intergovernmental Coordination Element. This is shown below as "(No Change)".

GOAL 1: TO PROVIDE EFFECTIVE GOVERNMENT AND ADEQUATE PUBLIC SERVICES USING INTERGOVERNMENTAL COORDINATION TO MAXIMIZE EFFICIENCY IN PROVIDING SERVICES AND FACILITIES, TO REDUCE DUPLICATION OF EFFORT AND TO SOLVE ON PROBLEMS WITHIN THE 2010 TO 2030 PLANNING PERIOD. – (No Change)
Objective 1: Reconcile Comprehensive Plan Actions with Other Agency Plans – (No Change)
Objective 2: Level of Service – (No Change)
Objective 3: Planning Information Clearinghouse – (No Change)
Objective 4: Coordinate Facility Planning – (No Change)
Objective 5: Conflict Resolution Strategy – (No Change)
Objective 6: Regulatory Jurisdiction – (No Change)
Objective 7: Locally Unwanted Land Uses – (No Change)
Objective 8: Policy 8.5: Environmental Educational Opportunities – (No Change)
Objective 9: Joint Processes for School Siting – (No Change)
Objective 10: South Florida State College – (No Change)
Objective 11: Effective Future Planning and Development of The Public School System – (No Change)
Objective 12: Population Projection Data – (No Change)
Objective 13: Parks and Recreation – Trails and Path – (No Change)

ORDINANCE NO. 21-22-31

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO UPDATING TO THE WATER SUPPLY FACILITIES WORK PLAN AND AMENDMENTS TO THE FUTURE LAND USE ELEMENT, INFRASTRUCTURE ELEMENT, AND INTERGOVERNMENTAL COORDINATION ELEMENT OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN ; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF COMPREHENSIVE PLAN TEXT AMENDMENTS; 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, Highlands County is committed to planning and managing the future growth of the unincorporated areas of the County; and

WHEREAS, Florida Statutes, Section 163.3167, requires that Highlands County maintain a Comprehensive Plan to guide its future development and growth; and

WHEREAS, Highlands County has the authority to amend its Comprehensive Plan 2030 pursuant to Florida Statutes, Chapter 163, Part II; and

WHEREAS, on the Southwest Florida Water Management District and the South Florida Water Management District (collectively hereinafter referred to as "District") have each updated their regional water supply plans which affect Highlands County; and

WHEREAS, Florida Statutes, Section 163.3177(6)(c)(3), requires that Highlands County update the Water Supply Facilities Work Plan within eighteen (18) months after District approval of the updated regional water supply plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, held duly noticed public hearings on April 12, 2022, and May 10, 2022, to review the text amendments to the Comprehensive Plan 2030 as set forth herein (referenced as Large-Scale Plan amendment CPA-22-599LS), and ultimately recommended approval of the text amendments to the Comprehensive Plan 2030 as set forth herein to the County for final approval and transmittal to the Florida Department of Economic Opportunity (hereinafter referred to as the "DEO"); and

WHEREAS, the County held its duly noticed public hearing on May 17, 2022, related to the text amendments to the Comprehensive Plan 2030 as set forth herein and approved transmittal of the text amendments to the Comprehensive Plan 2030 as set forth herein to the DEO for its review; and

WHEREAS, DEO submitted its Comment Letter to the County on June 27, 2022, and identified no comments related to adverse impacts to important state resources (Amendment No. 22-01ESR [expedited state review]); and

NOW, THEREFORE, BE IT ORDAINED by the Board, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. WATER SUPPLY PLAN UPDATE AND ADOPTION. The Water Supply Plan, dated August 2, 2022, is hereby updated and adopted by reference, for a planning period of ten (10) years as identified in Exhibit "A" attached to this Ordinance.

SECTION 3. APPROVAL OF COMPREHENSIVE PLAN TEXT AMENDMENTS. The Future Land Use Element, Infrastructure Element, and Intergovernmental Coordination Element of the Highlands County Comprehensive Plan 2030 are hereby amended as set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to the County's Comprehensive Plan, 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 become effective immediately upon its passage and adoption.

DONE AND ADOPTED this 2nd day of August, 2022.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Kathleen G. Rapp, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

EXHIBIT “A”
Water Supply Plan

10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE 2022-2032



Adopted: August 2, 2022

Special thanks to the Highlands County Board of County Commissioners, Planning and Zoning Commission, community potable water providers, and the Water Management Districts that contributed to the preparation of this document.

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LIST OF ABBREVIATIONS

CIE	Capital Improvements Element
CIPs	Capital Improvements Plan
CIS	Capital Improvements Schedule
CMS	Concurrency Management System
DSS	Domestic Self-Supply
FAS	Floridan Aquifer System
FBC	Florida Building Code
FDEP	Florida Department of Economic Opportunity
FDOT	Florida Department of Transportation
F.S.	Florida Statutes
gpcd	gallons per capita per day
HC PLAN	*Highlands County 2030 Comprehensive Plan*
HPR	Heartland Planning Region
HPR WSP 2020	*2020 Heartland Planning Region Water Supply Plan*
HSWCD	Highlands Soil & Water Conservation District
IAS	Intermediate Aquifer System
LDRs	*Highlands County Land Development Regulations*
LOS	Level of Service
LKB	Lower Kissimmee Basin
LKB-WSP 2019	*2019 Lower Kissimmee Basin Water Supply Plan*

MFL	Minimum Flow Levels
MIL	Mobile Irrigation Labs
MGD	Million Gallons per Day
PWS	Public Water Supply
SAS	Surficial Aquifer System
SFWMD	South Florida Water Management District
SLID	Spring Lake Improvement District
SNLID	Sun 'N Lake of Sebring Improvement District
STA	Stormwater Treatment Area
SWFWMD	Southwest Florida Water Management District
SWUCA	Southern Water Use Caution Area
Town	Town of Lake Placid
UFA	Upper Floridan Aquifer
WMD	Water Management Districts
10-year WSP	Highlands County Water Supply Facilities Work Plan Update-2022-2032

I. INTRODUCTION

The purpose of the Highlands County Water Supply Facilities Work Plan Update 2022-2032 (10-year WSP) is to plan for the water sources needed to serve the existing population and projected increase in population within the unincorporated areas of the county. This requires coordination with the Water Management Districts (WMDs), municipal community owned potable water utilities and community type potable water systems. The Plan Update must also evaluate alternative water supply sources and address conservation efforts for the projected water demand for the 10-year planning period.

Chapter 163, Part II, Florida Statutes (F.S.), requires that a local government located within an area subject to a regional water supply plan amend its comprehensive plan to adopt a water supply plan covering at least a 10-year period. The water supply plan includes a work plan and addresses the water supply sources and facilities necessary to meet existing and projected water needs. This Work Plan is to be completed within 18 months after the applicable water management district governing board approves a regional water supply plan. If a local government is located within two water management districts, then that local government is required to adopt its comprehensive plan amendments within 18 months after the most recent water management districts' approved water supply plan. Additionally, the Work Plan is to be updated within 18 months after the water management district approves an updated regional water supply plan, every 5 years, or, if within two water management districts, after the most recent water management's approved update (Florida Statutes §163.3177(6)(c)3).

Highlands County lies within the jurisdiction of two water management districts, the South Florida Water Management District (SFWMD) and Southwest Florida Water Management District (SWFWMD). The *2019 Lower Kissimmee Basin Water Supply Plan* (LKB WSP 2019) was adopted by the SFWMD governing board on December 12, 2019. The SWFWMD *2020 Regional Water Supply Plan, Heartland, Planning Region* (HR WSP2020) was approved by its governing board on November 17, 2020. The County's Work Plan has been developed in accordance with the requirements and guidelines contained in each of the Districts Governing Board's approved Regional Water Supply Plans. The County's adopted comprehensive plan amendments have been prepared to anticipate the impacts on utility providers' current and future potable water demands. An inventory of all potable water providers (municipal owned systems, community type systems, other community type systems and non-community water systems) within the County can be found detailed in Chapter III, Data and Analysis.

A. Statutory Requirements

The update to the Work Plan and related comprehensive plan amendments are set forth by Section 373.709 and Section 163.3177(6)(c)3, F.S. The purpose of the update is to reflect any changes in the regional plans that affect a local government's water supply

and work plan. In order to meet water supply and water facilities planning requirements, the local government's comprehensive plan must address the following:

- Coordinate updates to the comprehensive plan to comply with the SFWMD and the SWFWMD regional water supply plans.
- Revise the Infrastructure (Potable Water) Element to adopt a Water Supply Facility Work Plan to cover at a minimum a 10-year planning period that will meet existing and projected demand. The work plan must address those water supply facilities for which the local government has responsibility and include the facilities needed to develop alternative water supplies (if applicable). In order to meet projected future needs, conservation and reuse must be included in the work plan.

- Revise the Conservation Element to assess current and projected water needs and sources to cover at a minimum a 10-year planning period. In the analysis, the following factors must be considered: the existing levels of water conservation, use, and protection; the policies of the SFWMD and SWFWMD, and the SFWMD and SWFWMD approved regional water supply plans.

- Revise the Capital Improvements Element to identify the capital improvements projects that are to be implemented within the first 5 years of the work plan for which the local government is responsible. These should include publicly and privately funded water supply projects necessary to achieve and maintain adopted level of service standards. A five-year schedule of capital improvements should be adopted by the local government and it should include projects as either funded or unfunded, and if unfunded, assign a level of priority for funding.

- Revise the Intergovernmental Coordination Element to adopt principles and guidelines to be used to coordinate the comprehensive plan with the SFWMD and SWFWMD (if applicable) and with their applicable regional water supply plan.

- Comply with the Evaluation and Appraisal review process, which requires the County to determine if comprehensive plan amendments are necessary to reflect any statutory changes related to water supply and facilities planning since the last update to the comprehensive plan. If necessary, adopt the plan amendments to incorporate the statutory changes as appropriate. (Florida Department of Economic Opportunity. 2. 2012.)

B. Transfer of Highlands County Water Supply Systems

Highlands County no longer has responsibility for water supply or water facilities for the unincorporated areas of the county. Through an Interlocal Agreement with the Town of Lake Placid (Town), dated March 20, 2012, Highlands County transferred the County's Placid Utilities and Highway Park Utility to the Town. The purpose of the transfer was to establish a regional utility owned and operated by the Town. These utility facilities

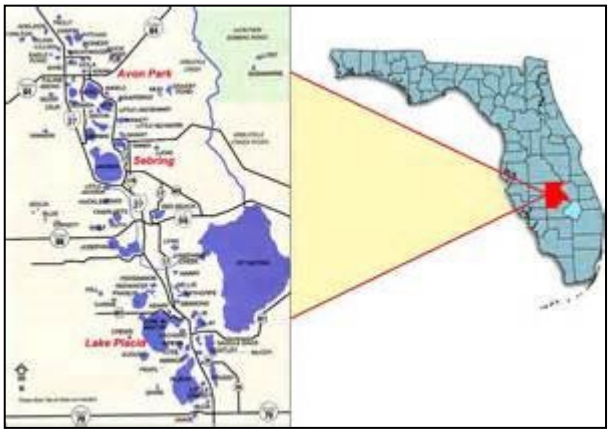
produce and distribute potable water, and provide an existing wastewater collection, treatment, and reuse utility system. The Town's regional municipal utility system serves the Town, its Overlay Area and the nearby unincorporated areas of the County (Interlocal Agreement 2012). A copy of this Interlocal Agreement can be found in Appendix A.

II. BACKGROUND INFORMATION

A. Overview

Highlands County is located in the center of Florida's peninsula and its name is derived from the hilly terrain of the county. It was created in 1921 from a segment of DeSoto County with the county seat in the City of Sebring. Highlands County is 1,106 square miles in total area, of which, 1,017 square miles is land and 89 square miles is water (GIS 2016). Based upon the total area, it is the 14th largest county in Florida. Highlands County is bounded on the east by the Kissimmee River and Okeechobee County, the south by Glades County, the west by Desoto and Hardee Counties, and the north by Polk County. The ancient Lake Wales Ridge bisects the county and contains the major portion of the urban development, including the City of Avon Park, the City of Sebring and the Town of Lake Placid. U.S. 27 runs the length of the ridge and connects the City of Miami to the south with the State of Georgia to the north, ending in Fort Wayne, Indiana. As a major arterial, U.S. 27 carries inter-county, intra-state and inter-regional traffic. There are over 100 lakes in Highlands County ranging in size from less than 10 acres to the largest at 27,600 acres – Lake Istokpoga. Besides being the largest lake in the county, Lake Istokpoga is the fifth largest in the state and is a freshwater lake fed by Arbuckle Creek and Josephine Creek. It is connected to the Kissimmee River via several canals (South Florida Water Management District 2014).

Figure 2.1. Map of Highlands County



Source:<http://www.bing.com/images/search?q=Highlands+County+Florida+Map&FORM=RESTABFigure II-1. Map of Highlands County>

Future development potential and population growth within the unincorporated areas of the County are defined by the Growth Management Strategy detailed in the *Highlands County 2030 Comprehensive Plan*, (HC PLAN) adopted September 7, 2010. Development is to be managed through the application of comprehensive plan goals, objectives, and policies including the implementation of the *Highlands County Land Development Regulations* (LDRs) for the planning period of 2010 to 2030. The HC PLAN, states in General Growth Management Strategy, Policy 1.1.B.:

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

B. Water Management Districts

Two state agencies are responsible for Highlands County water supply, the SFWMD and the SWFWMD.

1. South Florida Water Management District (SFWMD).

SFWMD is divided into five planning regions, and Highlands County is within its Lower Kissimmee Basin (LKB) Planning Area as depicted in Figure 2.2. It includes portions of Highlands County, Glades County and Okeechobee County. The LKB Planning Area, which encompasses approximately 1,805 square miles, is dominated by agricultural land uses. Much of the surface water system in the planning area has been altered to make the land suitable for agriculture and urban uses, and to provide flood protection.

Figure 2.2. LKB Water Supply Planning Area

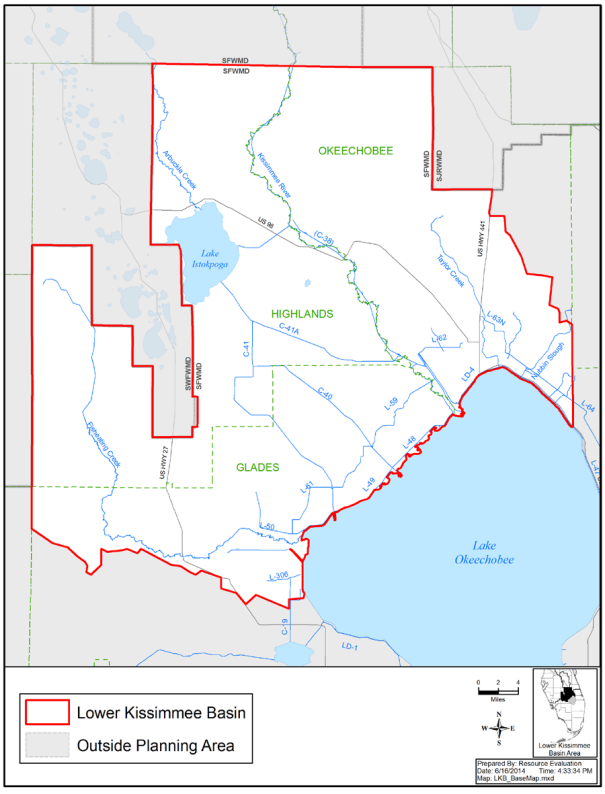
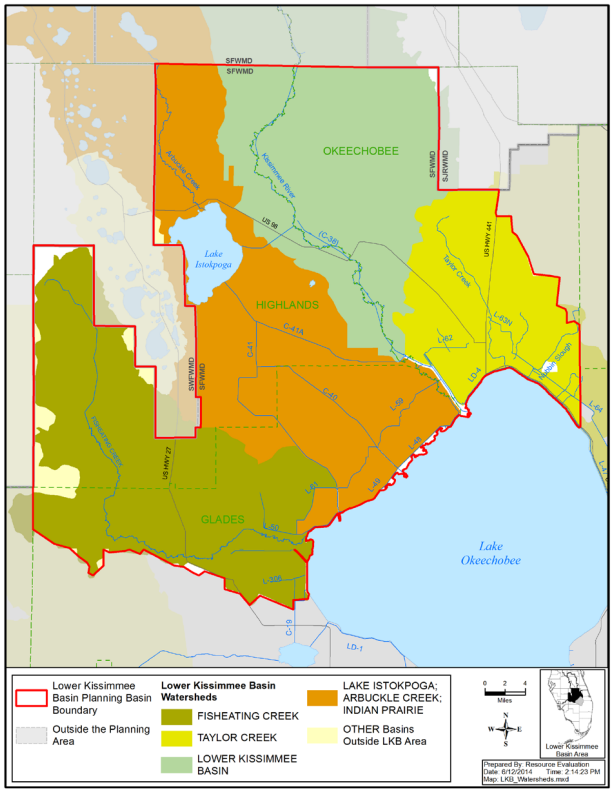


Figure 2.3. Major Watersheds within the LKB Planning Area



Source: SFWMD 2014 Lower Kissimmee Basin Water Source: SFWMD 2014 Lower Kissimmee Basin Water Supply Plan, page 5. Water Supply Plan, page 6.

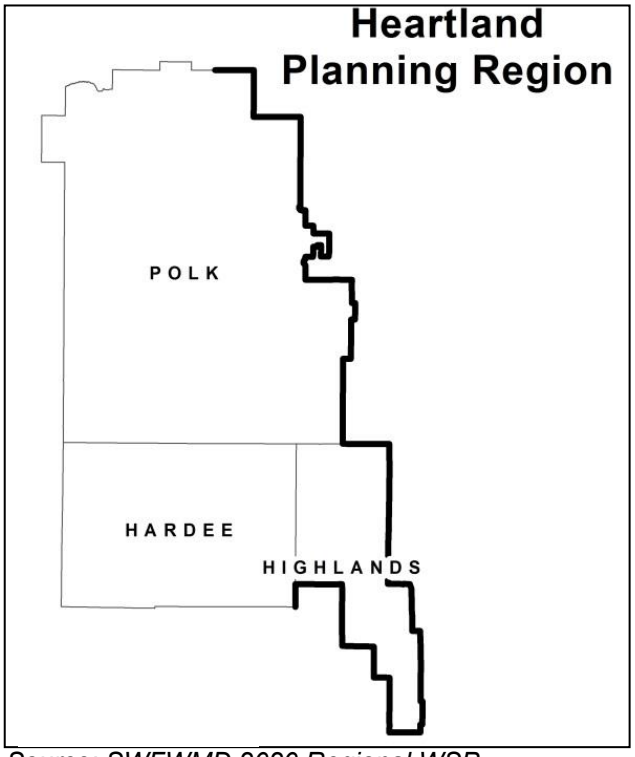
The SFWMD projects the population of the planning area to increase by approximately 12 percent from 2017, to 58,662 people in 2040. Approximately 75 percent of the permanent resident population lives in Okeechobee County, particularly in the southern portion of the County. (South Florida Water Management District 2019).

The LKB Planning Area generally is within the large Lake Okeechobee watershed, and there are five sub-watershed (basins) at least partially within the planning area boundary: the Lower Kissimmee River, south of the S-65A Structure, Taylor Creek/Nubbin Slough, Lake Istokpoga–Indian Prairie Basin, and Fisheating Creek (Figure 2.3). These sub-watersheds have hydrologic relationships with the Kissimmee River, Lake Istokpoga, Fisheating Creek, and the tributaries and canals that eventually drain into Lake Okeechobee.Freshwater wetlands play a major role in the health of the rivers and lakes for this region. The major ground water sources are the three principal aquifers: the surficial aquifer system (SAS), intermediate aquifer system (IAS), and the Floridan aquifer system (FAS). Significant surface water sources for the water users in Highlands, Glades and Okeechobee Counties are from Lake Istokpoga and Lake Okeechobee (South Florida Water Management District 2019).

2. Southwest Florida Water Management District (SWFWMD).

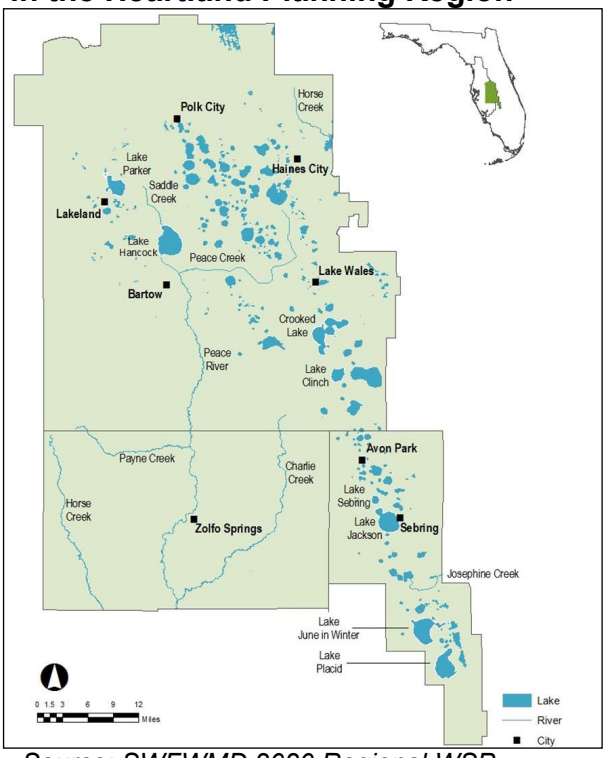
The SWFWMD is divided into four planning regions: Northern, Tampa Bay, Heartland and Southern. Highlands County is located within the Heartland Planning Region (HPR) as shown in Figure 2.4. It includes all of Polk and Hardee counties and a portion of Highlands County. The HPR has a variety of land-use types ranging from urban areas in central Polk County, with Lakeland its largest city, to agricultural land uses in Highlands and Hardee Counties. Highlands County's incorporated municipalities of Avon Park, Sebring and Lake Placid, plus the majority of urban land use is located within the HPR. The population in the HPR is projected to increase by approximately 36 percent by 2040. The majority of this population growth will be the result of net migration. (SWFWMD 2020)

Figure 2.4. Heartland Planning Region



Source: SWFWMD 2020 Regional WSP, Heartland Planning Region.

Figure 2.5. Major Hydrologic Features in the Heartland Planning Region



Source: SWFWMD 2020 Regional WSP, Heartland Planning Region.

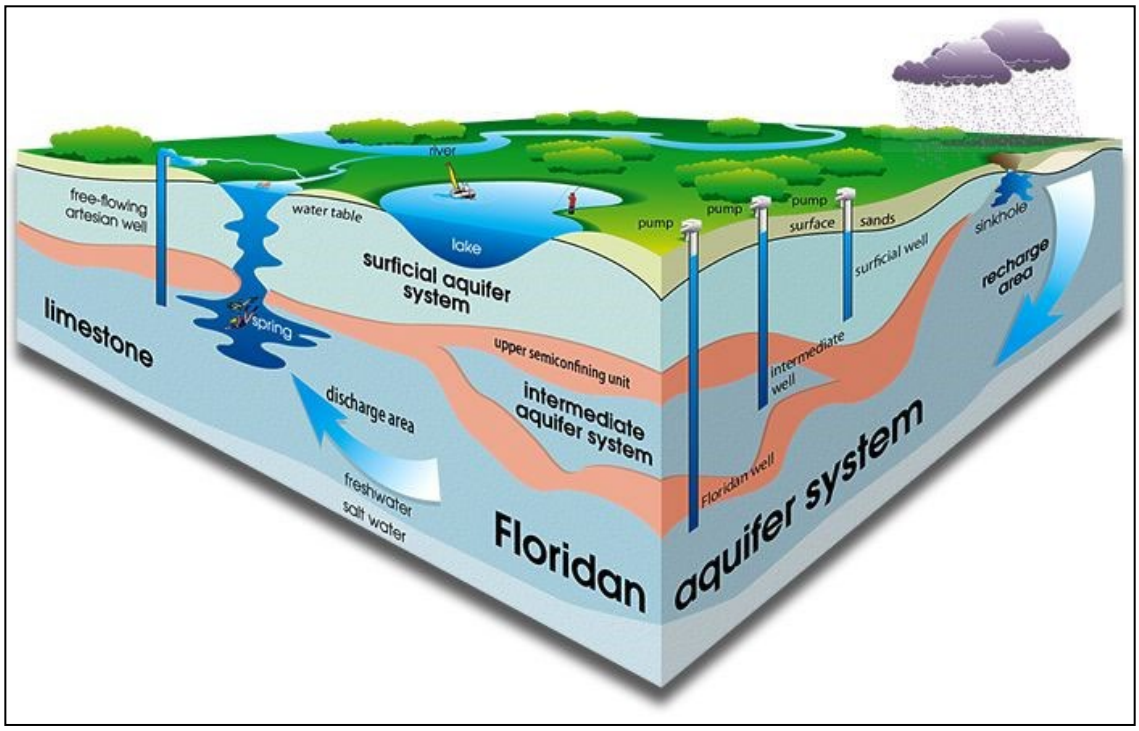
The main river system for this region is the Peace River, with other branches such as Saddle Creek, Horse Creek, Payne Creek and Charlie Creek. This region has approximately 200 lakes located along the Lake Wales Ridge (Figure 2.5). Of these 200 lakes, over 100 are located in Highlands County

The major water sources for Highlands County besides the FAS are these lakes and Josephine Creek. Josephine Creek carries a large amount of water from the Lake Wales Ridge into Lake Istokpoga. The freshwater wetlands serve a vital role in the health of the river and lake systems in this region (SWFWMD 2020).

3. Floridan Aquifer.

There are three principal aquifers throughout the two planning regions: the SAS, IAS, and the FAS (Figure 2.6). The SAS is contained near the surface and produces relatively small quantities of water that are mainly used for low-volume lawn irrigation or domestic water supply. There is a thick area along the Lake Wales Ridge that can support agricultural withdrawals at a small-scale level. The IAS is underneath the SAS and it generally does not produce large amounts of water. The primary water sources for ground water and surface water for both the LKB and HR planning areas is the FAS. The FAS produces good quality water in large volumes and is used for a variety of uses (Southwest Florida Water Management District 2015).

Figure 2.6. Floridan Aquifer



Source: http://www.sjrwmd.com/aquifer/images/Floridan_aquifer_print.png>.

C. Water Resources Overview and Relevant Regional Issues

The state's water resources are managed at a state and regional level. The Florida Department of Environmental Protection (FDEP) is responsible for the administration of the water resources at the state level and exercises general supervisory authority over the state's five water management districts. The SFWMD and SWFWMD are the two state regional agencies responsible for the administration of the water resources and water supply to Highlands County and its surrounding environments. These agencies have the responsibility to not only allocate water for current users by means of Consumptive Use Permits, but to protect the water supply and its natural resource systems in order to provide water for future users. These agencies use a variety of implementation techniques including education and regulations in order to meet the future demand for natural water resources. This has required formulating conservation and reuse techniques and alternate supplies in their respective regional water supply plans.

1. SFWMD LKB Planning Area.

As mentioned earlier, the major water sources for the LKB Planning Area are surface water and groundwater. Reclaimed water is also used to a much lesser extent. Major surface water resources include Lake Istokpoga and its associated canals in the Indian Prairie Basin, Lake Okeechobee and its hydraulically connected water bodies, and the Kissimmee River. These water sources are within the Lake Istokpoga-Indian Prairie Basin and include the interconnecting canals C-40, C-41, C-41A and Lake Istokpoga canal. This basin is the main water source for the agricultural irrigation needs for Highlands, Glades and Okeechobee Counties. Determining the availability of fresh water needed to meet the existing and projected demand requires consideration of the area's available water resources. Since the 2014 LKB Plan (SFWMD 2014), the following activities and programs have improved the understanding of water resources, water supply and natural systems.

a. Hydrologic Studies and Modeling:

i. The SFWMD oversees 12 monitoring wells within the LKB Planning Area, which are monitored periodically to evaluate water quantity and quality in order to help manage use of the Florida Aquifer System as a water supply source.

ii. The SFWMD and its partners completed several hydrological investigations related to water supply within the LKB Planning Area.

iii. Continued use of the East Central Florida Transient Expanded (ECFTX) Model to monitor and evaluate the availability of water resources within the area.

iv. Use of the Comprehensive Everglades Restoration Plan, which incorporates results from the pilot Aquifer Storage and Recovery projects successfully constructed and tested along the Kissimmee River and Hillsboro Canal.

b. Regulatory Protection and Water Quality.

i. As a result of various studies performed by the SFWMD, it appears that impacts are being made by permitted water users to the area wetlands and endangered species. This may further cause the surface waters and interconnecting canals of Lake Istokpoga and Okeechobee to not be available beyond their permitted capacity.

ii. In order to protect these surface water bodies, regulations have been put in place in both this planning area and downstream that restrict increased withdrawals beyond their permitted capacity.

iii. Any program that regulates the removal of water, such as water use permitting, surface water management and minimum flow levels (MFLs), must provide "level of harm" ranging from harm, to significant harm, to serious harm. These levels are defined as follows:

Harm – Temporary water loss with 1 to 2 years recovery
Significant harm – Require several years for water resource to recover
Serious harm – Permanent or irreversible loss of water resource functions

iv. Several resource protection tools have been implemented to protect these water resources: water use permitting; minimum flow levels; water reservations; and water shortage.

- Water Use Permitting – The permitting process has been revised and amended through legislative directives. Some of the amendments include changes to: permit length, renewal process, wetland protection, requirements for irrigation, aquifer storage and recovery, saltwater intrusion and model evaluation criteria.

- Minimum Flows and Levels – The MFL criteria is an established point for an individual water body or affected aquifer when any further withdrawals would cause significant harm to the area or ecosystem. MFL have been established for Lake Istokpoga and Lake Okeechobee. A prevention strategy and a recovery strategy has been adopted for these lakes respectively.

- Water Reservations – Per Florida Statue, regional water supply plans are to provide for water reservations in their planning areas. Currently, there is not a water reservation area established for the LKB Planning Area. One is in the process of being developed.

- Water Shortage – There is a plan in place so as to prevent serious harm to the water resources, which is permanent or irreversible loss of

water resource functions. This Plan can be found in Chapter 40E-21, F.A.C.

c. The Kissimmee River Restoration Project.

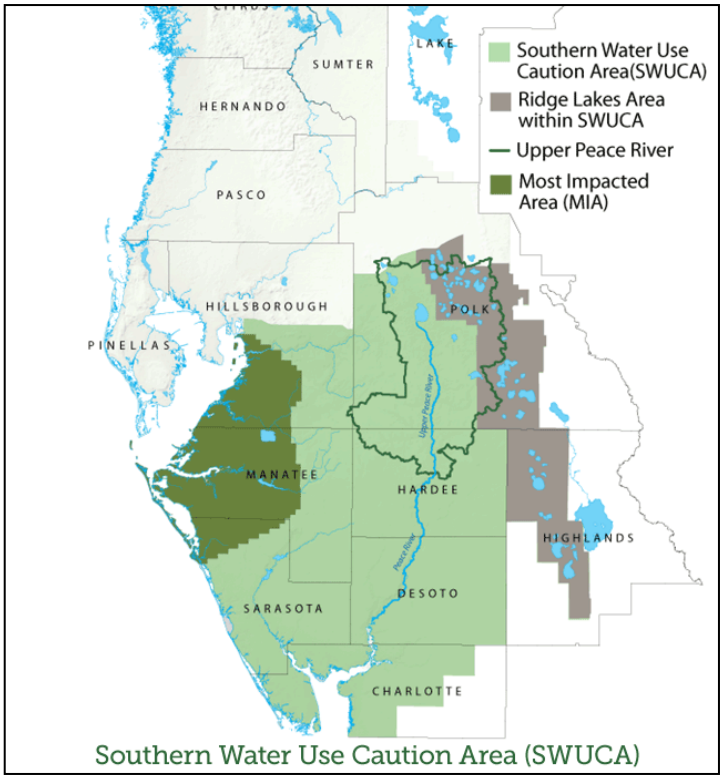
i. The Kissimmee Chain of Lakes, located on the Lake Wales Ridge in Polk County (Figure 2.5), is north of the LKB Planning Area and is within the SFWMD region.

ii. The Kissimmee Chain of Lakes is the headwaters of the Kissimmee River and the waters from this chain are necessary to assist in the restoration of the river and its floodplain in the formation of its natural alignment. Users of surface water in the Lake Istokpoga-Indian Prairie Basin are subject to allocation restrictions that prohibit increases to their water permits for surface water withdrawals from the water bodies in this basin.

d. SWFWMD Constraints (Southern Water Use Caution Area and the Lake Wales Ridge)

i. To the west of the LKB Planning Area along the Lake Wales Ridge, lies the jurisdiction of the SWFWMD and the Southern Water Use Caution Area (SWUCA). A prominent topographic feature in the SWUCA is the Lake Wales Ridge. Studies have concluded that water levels observed in lakes located along the Lake Wales Ridge have close relationship to groundwater levels in the FAS, several lakes that are near this boundary and within the SWFWMD have adopted MFLs. Any increased water withdrawals in the SFWMD side may affect the lake water levels near SWFWMD boundary (South Florida Water Management District 2019).

Figure 2.7. Southern Water Use Caution Area



2. SWFWMD Highlands Planning Region (HPR).

The major water sources for the Highlands Planning Region include the FAS, the Peace River and its tributaries, and over 200 lakes located along the Lake Wales Ridge. Water source particular to Highlands County are the FAS, Josephine Creek and over 100 lakes located on the Lake Wales Ridge. The three principal aquifers are within the Southern West-Central Florida Groundwater basin where the Highlands Planning Region is located. Accomplishments regarding water resources and relevant regional issues within the HPR include the following:

a. Alternative Water Supply Development, Water Conservation and Reuse

i. Water Conservation - The SWDWMD continues to promote and cooperatively fund water conservation efforts to more efficiently use existing water supplies. These efforts include:

- Cooperatively funded projects for toilet rebates, rain sensors, water-efficient landscape and irrigation evaluations, ET-based smart irrigation controllers, Florida Water Star rebates, line looping to reduce flushing, advanced metering analytics customer portals, conservation kits, and demand management planning.
- Agriculture water use sector – the SWFWMD's primary initiative for water conservation is the Facilitating Agriculture Resource Management Systems (FARMS) Program.

ii. Reuse – The SWFWMD has continued its highly successful program to cooperatively fund projects that make reclaimed water available for beneficial use.

b. Support for Water Supply Planning – The SWFWMD is actively involved in providing technical support to local governments as they prepare statutorily required Water Supply Facilities Work Plans and related updates as part of their comprehensive plans. Additionally, staff provides ad hoc assistance to local governments and instituted a utility service program to assist utilities with planning, permitting, and information needs.

c. Minimum Flows and Levels (MFL) Established – Studies began decades ago to understand the cause of a decline in water levels for lakes located along the Lake Wales Ridge in both Polk and Highlands Counties. It was determined that lower than average rainfall amounts and groundwater withdrawals from the aquifer were the main contributing factors to the decline in lake levels. The recovery of low flows and lake levels, particularly in the upper Peace River Basin, is a SWFWMD priority for the HPR.

i. In order to address this concern and help maintain water resources to meet existing and future needs, the SWFWMD established the MFL Program within the planning region during or since 2015 and include new or reevaluated MFLs for lakes Jackson, Letta, Little Lake Jackson, and Lotela. The SWFWMD continues to reevaluate and establish MFLs per the Priority List and Schedule for the Establishment of Minimum Flows, Minimum Water Levels, and Reservations. There are 26 water resources/lakes within the HPR with established MFLs.

ii. After additional studies, the Southern Water Use Caution Area (SWUCA) recovery strategy was initially established in 2006 with effective rules in 2007 (See Figure 2.7). A Water Use Caution Area is an area where existing and reasonably anticipated sources of water may not be adequate to supply water for existing and future needs while sustaining water resources and its elated natural systems through the planning period. The SWUCA relies on a variety of activities that are collectively aimed at achieving MFLs for all priority water resources in the SWUCA by 2025.

d. Reservation – Water reservations are established by the SWFWMD Governing Board via rulemaking, pursuant to Section 373.223(4), F.S. This is only done when the SWFWMD's Water Resource Development project will produce water needed to achieve adopted MFLs. When a reservation is established and incorporated into Rule 40D-2.302, F.A.C, only those water withdrawals that do not reduce the reserved quantity can be evaluated for permitting.

e. Climate Change – Climate change is one water supply challenge among others such as droughts, water quality deterioration, and limitations on the availability of water resources. It is believed to have an effect on sea levels and precipitation. The SWFWMD has approached its water supply efforts and climate change in three areas: sea level rise, air temperature rise and changes in precipitation regimes.

i. Sea level rise is expected to affect the water resources along the coastal areas through encroachment into river ways which in turn may reduce withdrawal periods from freshwater areas. Saltwater intrusion resulting from sea level rise reduces water quality in aquifers that supply urban, agriculture and industrial water users. Additionally, aging municipal sewer systems can experience infiltration that reduces the quality of reclaimed water currently used to offset fresh water demands. A secondary impact to water resources from sea level rise is that of a potential shift in population from low-lying coastal regions to the higher elevations of land located in the interior portions of the state such as Highlands County. This can result in an increase in population and water demand.

ii. As the air temperature rises, resulting in more hot days and fewer cold days seasonally, there could be an increase in evaporation and heat waves. The impacts to water resources will be lower surface waters levels and increase irrigation demand. Increased evaporation is likely to impact stormwater runoff, soil moisture, groundwater recharge and reservoir storage losses. Additionally, higher air temperatures may result in algal blooms and declines in reservoir water quality that could raise treatment cost for potable water supply.

iii. Higher temperatures in the Atlantic Ocean and Gulf of Mexico can increase the likelihood of an increase in the intensity of tropical storms and hurricanes that generate storm surges, stronger winds, and rainfall. Higher summer temperatures and humidity may lead to increase the frequency of local convective storm events, resulting in increased thunderstorms, higher peak storm-water flows, and increased flooding. (HPR-WSP 2020).

III. DATA AND ANALYSIS

A. An Inventory of Existing Water Supply Systems

Highlands County has no responsibility for water supply or facilities. The communities of Avon Park, Sebring and Lake Placid are the community owned potable water systems in the county. They are municipal utilities that provide potable water within their corporate boundaries and to the unincorporated areas of the county. The County's comprehensive plan mandates (*Infrastructure Element Policy 6.9.*) that all new development and redevelopment of subdivisions containing dwelling units on lots smaller than one (1.0) gross acre in size and for multi-family developments regardless of parcel size shall connect to a public water system. Additionally, commercial and industrial uses that utilize potable water shall connect to an existing public water system if within ¼ mile of an available system. The remaining community water systems include those administered by improvement districts and private water systems. A list of these community potable water providers is provided below. The list summarizes the water available for their service areas and provides planning population figures which are later compared to the figures provided by the U.S. Census and both WMDs

1. Municipal Community Owned Potable Water Systems.

The water systems listed in Table No. 3.1 are public systems owned by the incorporated communities of Avon Park, Sebring and Lake Placid. They are listed here and inventoried into the 10-year WSP because they are providers for the unincorporated areas of the County and are influenced by land use decisions effected by the County.

It should be noted that the City of Sebring is located in the SWFWMD. However, the Sebring Airport, which is owned and operated by the City, is located in unincorporated Highlands County and in the SFWMD and has a Water Use Permit (WUP) from SFWMD for water use.

Table No. 3.1 indicates the extent of the combined demand for potable water exerted by the three municipal systems. The County is not involved in the administration, operation or maintenance of any of these systems listed in Table No. 3.1. The three municipal water systems are illustrated in Map 3-1 and individually in Appendix B.

Table No. 3.1. Municipal Community Owned Systems

PWS No.	Provider's Name	Estimated Unincorp. Pop. Served	Total Pop. Served	Design Cap. (mgd)	Water Use Permit (mpd)	Gross water use (gpd)	Gross per capita use (gpd)
6280049	City of Avon Park[1]	9,239	22,688	7.500	2.372	2.113	94
6280250	City of Sebring[2]	26,802	37,239	14.789	5.811	4.111	112
5280246	Sebring Airport Auth.[3]	508	508	1.000	0.120	0.120	NA
6280286	Town of Lake Placid	5,844	7,317	2.912	0.807	0.678	90
6284074	Tomoka Heights[3]	2,666	2,666	1.785	1.785	0.223	84
5284133	Highway Park[3]	864	864	0.240	0.240	0.097	104
	TOTAL	45,923	71,282	28.226	11.135	7.342	97
Estimated demand based on the County's LOS 120 gpd/capita X 71,282						8.554	

Note: Data from FDEP permitted systems gathered as of November 2021 and came from documents since 2010.
[1] System totals include the Bell St., Glenwood St. and Crystal Lakes WTPs.
[2] System totals include the Country Club of Sebring Utilities and the Sebring Airport Utilities.
[3] Systems now owned and operated by the Town of Lake Placid.
* Data on CUPs from both WMDs as of November 2021.
LOS – Level of Service **MGD** – Million Gallons per Day

2. Community Type Potable Water Systems.

The following water systems listed in Table No. 3.2 are subject to expansion as the developments they serve continue to build out. The inventory is based upon a listing of water systems by the Florida Department of Environmental Protection (FDEP), as of November 2021. These systems are inventoried here in the 10-year WSP, because they are within the unincorporated areas of the County, and to some extent may be influenced by land use decisions made by the County. Highlands County is not involved in the administration, operation or maintenance of any of the systems listed in Table No. 3.2. Please see Map 3-1 which illustrates the locations of the Community Type Potable Water Systems and Appendix B for the systems individually.

As the community type potable water system listed in Table 3.2 are either a private entity or special district, the County has secured a letter for its 10-year WSP confirming that their systems have adequate sources and necessary infrastructure to serve the projected demand for its service area. Any planned expansion of supply or infrastructure is identified along with documentation supporting the confirmation of adequate sources and infrastructure. The letters of confirmation provided by Placid Lakes, Spring Lake Improvement District (SLID) and Sun 'N Lake of Spring Improvement District (SNLID) can be found in Appendix C.

Table No. 3.2. Community Type Systems

FDEP PWS No.	Provider Name	Address	City	Service Connection	Total Pop. Served	Design Capacity (mgd)	Water Use Permit (gpd)	Gross Per Capita Use (gpd)
6284075	Buttonwood Bay	10001 U.S. 27 S.	Seb	976	1,646	0.720	0.297	135
6280162	Lake Josephine Heights (HC Waterworks, Inc.)	5313 Knight Ave	Seb	601	1,585	0.600	0.300	81
5280223	Placid Lake Utilities (Lake Placid Holding Co.)	410 Washington	LP	2,144	4,470	1.104	0.534	66
5280266	Spring Lake Imp. Dist.	6104 U.S. 98	Seb	1,618	3,721	1.000	0.415	70
6280274	Sun 'n' Lakes-Sebring	5306 Sun 'n' Lakes	Seb	3,315	7,894	1.872	1.500	85
			TOTAL	8,654	19,316	5.296	3.046	87
				Estimated demand based on the County's LOS 120 gpd/capita X 19,316			2.318	

Note: Data from FDEP permitted systems abstracted for Highlands County as of November 2021.
*Data on WUPs from both WMDs as of November 2021.

3. Cumulative Current Water Supply Demand.

Cumulative totals listed in Table No. 3.3, as individually cited in Tables 3.1 and 3.2, illustrate the combined disposition of the existing municipal and community type systems water supply facilities. The estimated population that is serviced by these FDEP approved water systems totals 85,666 persons, comprising 86.1% of the County's population. Policy 2.1.B.4, Infrastructure Element of the Comprehensive Plan establishes the minimum level of service (LOS) for potable water gallons per capita per day (gpcd) as 75 gpd for RV residents, 100 gpcd for mobile home residents, 120 gpcd for multi-family and single-family residents. Applying the level-of-service of 120 gpd per person for 85,666 persons, this equates to a current demand for 10.28 MGD. Thus, approximately **1.95 MGD** in excess capacity collectively exists for the 6 systems.

Table No. 3.3. Cumulative Demand

Number of System	Provider Name	Pop. Served	Design Cap. (mgd)	Water Use Permit (mgd)*
5	Municipal Community Owned Systems	70,774	27.226	11.015
6	Community Type Systems	19,887	6.296	3.166
	TOTAL	**90,598**	**33.558**	**14.181**
	Estimated demand based upon the County's LOS 120 gpd/capita X 90,598			10.872

Note: Data from FDEP permitted systems gathered as of November 2021 and came from documents since 2010.
*Data on CUPs from both WMDs as of November 2021.

The current estimate of total permanent population in Highlands County, as of April 1,2021 is 102,065 persons (Official Population Estimate prepared by the University of Florida, Bureau of Economic and Business Research). Applying the current adopted level-of-service of 120 gpd/capita to a permanent population of 102,065 persons would factor to approximately 12.25 mgd as the estimated countywide demand for potable water.

4. Other Community Type Potable Water Systems.

The following water systems listed in Table No. 3.4 are classified as community systems by the FDEP as of November 2021. These systems or small utilities are inventoried and reported as part of the data and analysis- but are not considered as part of the 10-year WSP due to their limited development potential. These systems are designed to accommodate the specific developments for which they serve. Cumulatively, their designed capacities are significant; however, the actual permitted consumptive use data for these systems is not available and it is assumed that it falls considerably short of the designed capacities. This assumption is based upon the LOS established by the comprehensive plan for individuals within developments located in the County. The County will not be involved in the administration, operation or maintenance of any of the systems listed in Table No. 3.4.

Table No. 3.4. Other Community Type Water Systems

PWS No.	Provider Name	Address		Pop. Served	Design Cap (Gal)	Service Connection
6284114	Country Walk	29 Lakeside Trail	L.P.	95	100,600	67
6284097	DeeAnn Lakefront Est	409 Stephen Drive	L.P.	130	11,000	70
5284114	Eagle's Nest Est.	2680 Abell Road	L.P.	50	24,000	28
6284084	Hickory Ridge Sub.	254 Hickory Ridge	Seb.	92	25,000	53
5280155	Kissimmee River MHP	15601 S. R. 70 W.	Lor.	200	72,000	149
6280158	Lake Bonnet Village	2900 E. Lake Bonnet	A.P.	500	250,000	353
6280167	Lakeside Village MHP	14 Sandy Pointe	L.P.	350	72,000	243
6280064	Leisure Lakes (HC Waterworks, Inc.)	140 Woodside Drive	L.P.	632	72,000	276
5284101	Lykes Buckhorn Hsg. (Silver Lake Utility)	490 Buckhorn Road	Lor.	60	33,000	18
5280180	Mallard MHP	20 Crappie Lane	Lor.	147	32,000	98
6280181	Maranatha Village (Reg. Baptist	11 Maranatha Blvd.	Seb.	400	190,000	253
6284089	Meadowlake Sub.	2 Meadowlake Circle	L.P.	84	25,000	37
6284077	Orange Blossom Park	1400 CR 17A North	A.P.	154	96,000	84
5280211	The Palms Estates	102 Canal Street	Seb.	200	65,000	120
6280304	Camp Florida RV Resort (LP Utilities, Inc.)	100 Shoreline Drive	L.P.	800	200,000	440
6280296	Tropical Harbor MHP	690 Rickert Drive	L.P.	835	351,000	438

PWS No.	Provider Name	Address		Pop. Served	Design Cap (Gal)	Service Connection
6280273	SNL of Lake Placid	2165 US 27, S. Ave	L.P	436	288,000	264
			TOTAL	**5,165**	**1,906,60**	2,991
Estimated demand based upon the County's LOS:			120 GPD x 5,165		619,800 GPD	

Note: Data from FDEP permitted systems gathered as of November 2021 and came from documents since November, 2021.

5. Non-Community Type Potable Water Systems.

The following systems or small utilities cited in Table No. 3.5 are designated as non-community water systems by the FDEP and are here inventoried and reported as part of the data and analysis, but are not considered as part of the 10-year WSP due to their limited development potential. These systems also are designed to accommodate the specific developments for which they serve. Cumulatively, their designed capacities are significant. However, the actual permitted consumptive use data, pertaining to these systems, is not available, and it is assumed that it falls considerable short of the designed capacities. Again, this assumption is based upon the LOS established by the comprehensive plan for individuals within developments located in the County. Regarding these specific developments, Highlands County will not be involved in the administration, operation or maintenance of any of these systems listed in Table No. 3.5.

Table No. 3.5. Non-Community Type Water Systems

PWS No.	Provider Name	Address		Pop. Served	Design Cap(Gal)	Service Connections
6284112	27 Truck Stop	2758 US 27 South	L.P.	25	5,000	1
5284105	Adelaide Shores RV	2881 U.S. 27 North	A.P.	400	114,600	399
6280010	Alpine Village MHP	18 Center Street	L.P.	200	80,000	100
6280292	The Gator Shack & TP	4651 U.S. 98	Seb.	15	10,000	9
5284122	Archbold Biological St	123 Main Drive	Ven.	100	50,000	10
5284142	Better Roads	2830 Old State Road	L.P.	26	2,000	1
6284082	Bonnet Lake Campgrd	2825 S.R. 17 South	A.P.	280	15,000	170
6280290	Braswell's Heritage Est	2902 Bruce Lane	Seb.	150	25,000	94
5284153	Brighton Ranch Office	106 SW CR 721	Oke.	72	10,000	18
6280033	Camp-N-Comfort	2159 E. C-N-C Lane	A.P.	60	8,000	32
5284110	Camp Sparta	5055 Camp Sparta	Seb.	369	20,000	6
6284066	Circle K. (#7451)	2742 US 27, South	L.P.	200	10,000	1
5284139	Greenbrier Sod Farms	870 Greenbrier Lane	L.P.	35	900	2
5280069	Cypress Isle RV Park	2 Cypress Isle Lane	L.P.	60	20,000	30
6284072	Dee's Dinner Lake Apts	2029 Arbuckle Creek	Seb.	50	5,000	22
5284123	Doty's MHP	4232 Amanda Lane	Lor.	30	4,000	15
5284117	Faith Baptist Church	356 CR 29	L.P.	30	1,000	1

PWS No.	Provider Name	Address		Pop. Served	Design Cap(Gal)	Service Connections
5284125	Leisure Lakes Bapt. Mission	808 Gardenia Street	L.P.	110	1,125	1
6280131	Hammock S.P. WTP 1	5931 Hammock	Seb.	100	33,333	147
5284129	Hammock S.P. WTP 2	5931 Hammock	Seb.	100	172,800	5
5284130	Hammock S.P. WTP 4	5931 Hammock	Seb.	50	30,000	5
5280125	Henderson Fish Camp	35 Henderson Road	L.P.	35	6,000	60
5280129	Hidden Acres Estates	964 C.R. 721	Lor.	146	53,000	120
5284143	Costa Delray WTP	956 Old S.R. 8	Ven.	75	10,000	3
5284145	Highlands Greenhouse 2	955 Old S.R. 8	Ven.	75	10,000	2
6280111	Highlander Motel	11455 U.S. 27 South	Seb.	42	10,000	20
6280136	Lakeside Village	1995 W. Cty Line	A.P.	128	10,000	40
6280076	Lakeshore Resort	121 Sunset Drive	L.P.	40	10,000	26
6284031	Lake Grassy Homesites	321 S.R. 29	L.P.	70	20,000	35
5284147	Lake Istokpoga Marina	155 Marina RV Drive	L.P.	90	7,500	45
6284113	Lake June Golf/Rqt	1057 Lake June	L.P.	75	12,800	4
6284034	Lake Letta MHP	2451 S.R. 17 South	A.P.	43	6,000	24
6280147	Lake Letta RV Park	2455 S. Lake Letta	A.P.	60	1,000	36
6280222	Lake Placid Campground	1801 U.S. 27 South	L.P.	239	4,000	140
6284094	L.P. Camp & Conf. Ctr.	2665 Placid View	L.P.	257	36,000	10
5284146	L.P. Cong. Jehvh's Wit.	172 Holmes Avenue	L.P.	750	5,000	1
6280173	Happy Chef Diner	1506 U.S. 27 South	L.P.	100	24,000	1
5284136	Lake Park Village Condo.	3011 Lake June	L.P.	54	25,000	31
5284128	L.P. VFW Post #3880	1224 S.R. 621 East	L.P.	213	2,400	1
5284092	Lorida General Store	1731 U.S. 98	Lor.	117	2,446	4
5284148	Lupita Grocery	277 Highlands Blvd	L.P.	200	1,450	1
5284113	Lykes Brothers, Inc.	7 Lykes Road	L.P.	55	10,610	11
5280193	Mossy Cove Fishing	3 Mossy Cove Drive	Lor.	130	8,000	65
5280015	Neibert's Fish Resort	4971 U.S. 98	Seb.	88	3,300	44
5284138	New Life Holiness	109 Hallmark	L.P.	50	1,000	2
5284151	Oak Acres, E. WPT	326 Goff Road	Ven.	35	10,000	20
5280116	Oak Acres, W. WPT	326 Goff Road	Ven.	35	10,000	22
5280082	Oak Shore MH/RV Pk	7915 Elliott Road	Seb.	66	1,600	33
6284037	Pinecrest on Lotela	2250 Little Lake	A.P.	200	4,000	1
6284095	Quail Cove Sub.	19 Cove Road	L.P.	26	25,000	16
6284065	Shayona Food Mart	2532 SR 17 South	A.P.	31	20,500	1
5284149	Shrine Club of Hghld.	2606 SR 17 South	Seb.	25	5,000	2
5280241	Sunshine RV Resort (Pine Ridge Park, Inc.)	303 S.R. 70 East	L.P.	631	132,000	300
5284144	The Ministry Center	770 CR 29	L.P.	100	46,200	1

PWS No.	Provider Name	Address		Pop. Served	Design Cap(Gal)	Service Connections
5280291	Trails End Fish Resort	4232 Trails End	Lor.	68	6,000	30
5284154	Unity Church of Sebring	10417 S. Orange	Seb.	166	4,000	1
			TOTAL	6,977	**1,161,56**	2,222
Est. Demand		Level-of-Service = 120 GPD x		6,977	837,240	

Note: Data from FDEP and Water Management District permitted systems gathered as of November, 2021 and came from documents since 2010.

6. Cumulative Water Supply Demand for All Water Systems.

The cumulative totals listed in Table No. 3.6 illustrates the existing condition of all water supply facilities and their designed system capacities. Also, they identify the residual population, which includes a considerable portion of the seasonal population that draws on these water supplies. Collectively, the population listed by the water systems cited above comes to approximately 102,743 persons , which is 0.67% greater than the University of Florida, BEBR 2021 total population estimate of 102,065, and suggests a cumulative water demand of 12.33 MGD (102,743 x 120 gpd/capita = 12,329,160 gpd) based upon an LOS of 120 gpd. The demand exerted by the level-of-service of 120 gpd on the estimated population served by the inventoried systems is less than the current water use permits by 1.456 gpd.

Community water providers (Table 3.2) have employed a number of water conservation measures for the past several years in an effort to reduce the overall demand for water. These include measures such as the increased use of Florida friendly landscape materials, altering irrigation schedules pursuant to SWUCA requirements, requiring low-flow water fixtures, installation of water efficient equipment, public education and awareness, etc. Achieving the goal of reducing overall gross water consumption is evident in water use permit data. The average “gross per capita water use” for six (6) community type water systems is approximately 87 gpd (Table 3.2). Based on this information, a reduction in the minimum Level of Service for water from 120 gpd per capita to 100 gpd per capita is not appropriate. Applying an LOS of 100 gpd per capita results in a cumulative demand of 10.274 gpd (102,743 X 100 gpd/capita = 10,274,300 gpd). The demand exerted by a Level of Service of 100 gpd on the estimated population is 3.511 mgp, which results in an increase of approximately 2.0 mgd over the demand based on the 120 gpd/capita Level of Service.

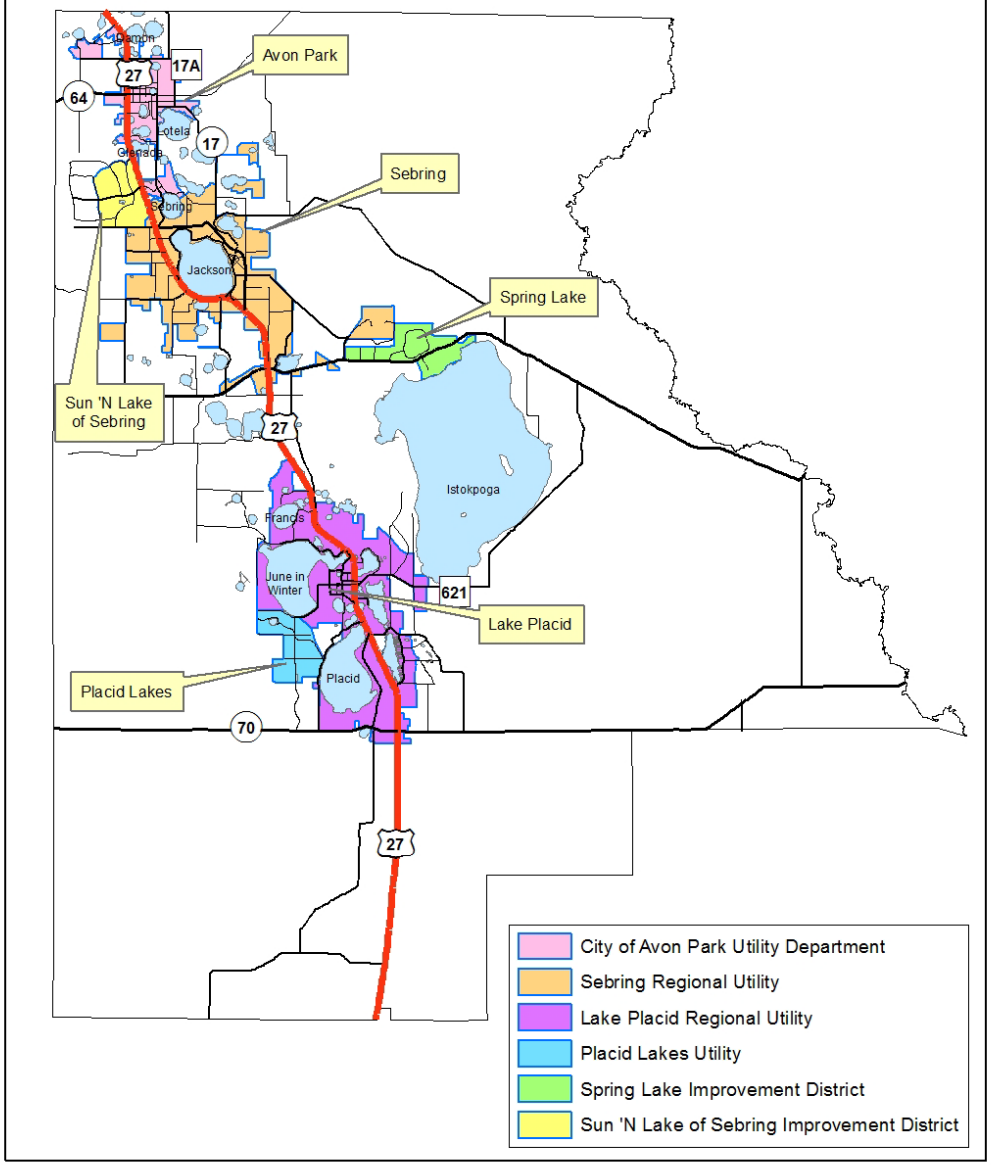
A combination of alternative sources will be required to assist in meeting future demands of residents countywide.

Table No. 3.6. Cumulative Demand – All Systems

Number of Systems	Water Provider	Est. Total Population Served	Design Capacity (MGD)	Consumptive Use Permit (MGD)
5	Municipal Community Owned Systems	71,282	28.226	11.135
6	Community Type Systems	19,316	5.332	3.046
17	Other Community Type Systems	5,165	1.907	--
56	Non-Community Type Systems	6,977	1.162	--
	TOTAL	102,740	36.627	14.181

Note: Data from FDEP permitted systems and Water Management District permits gathered as of November 2021 and came from documents since 2010.

Map 3-1
Highlands County - Potable Water Systems



Source: Highlands County Planning Department, August 2016.

B. Population and Water Demand Projections

As illustrated in the inventory of existing water supply systems in Highlands County, an estimate of 102,803 users were being provided water as determined by the providers. The U.S. Census estimated the April 1, 2020, population for Highlands County at 101,235 persons. The University of Florida, Bureau of Economic and Business Research (BEBR) is the approved authority for making official annual population estimates and projection in the intervening years between the decennial census count. The BEBR estimated the April 1, 2021 population for Highlands County at 102,065 persons, a change of approximately 830 persons from 2020. The difference between these two estimates could be explained by the water systems self-reporting seasonal population figures as population served while the U.S. Census estimates permanent population. The seasonal population is accounted at 15.5% in the HC PLAN. Using the adopted LOS of 120 gpd of water for each person, the county-wide daily demand of 102,065 persons for 2021 would be 12,247,800 gallons or 12.25 MGD. This estimate does not include the additional demand imposed by seasonal residents, agriculture, recreation, commercial and industrial users.

The U.S. Census 2020 population counts and 2021 population estimates for permanent population for Highlands County were used as baseline years for estimating water demand. The population projections for the 10-year WSP planning period were gathered by combining the permanent population projections from the LKB WSP 2014 and HR WSP 2015. Both WMDs utilized Bureau of Economic and Business Research medium projections as the basis for their planning populations. The seasonal population was determined by applying a 15.5% adjustment consistent with the HC PLAN. Table No. 3.7 summarizes the projected population figures for Highlands County and seasonal population estimates for the planning period.

Table No. 3.7. Estimated Total Population by Semi-Decade Projected to the Year 2035

Year	2020[1]	2021[2]	2025[3]	2030[3]	2035[3]	2040[3]
Permanent Residents	101,235	102,065	108,990	112,385	115,203	117,667
Seasonal Population[4]	15,691	15,820	16,893	17,420	17,856	18,238
TOTAL	116,926	117,885	125,883	129,805	133,059	135,905

[1] U.S. Census 2020 Population counts from Census.gov.
[2] U.S. Census 2021 population estimates from Census.gov.
[3] Highlands County total population projection, BEBR, Florida Population Studies, Bulletin 190, June 2021.
[4] Seasonal Population is based on a 15.5% rate of permanent residents used in the HC PLAN.

The LOS of 120 gpd was applied to the projected permanent population estimates to determine the estimated water demand through 2040. The totals are summarized in Table No. 3.8 and includes public and domestic self-supply (DSS) demand. Likewise, the LOS was applied to the projected seasonal population estimates and these totals are summarized in Table No. 3.9.

Table No. 3.8. Projected Water Demand for Estimated Permanent Population on Public and DSS Sources

	2020[1]	2021[2]	2025	2030	2035	2040
Permanent Residents	101,235	102,065	108,990	112,385	115,203	117,667
Per Capita Daily LOS (gpd)	120	120	120	120	120	120
Est. Demand (mgd)	12.15	12.25	13.08	13.49	13.82	14.12

[1] U.S. Census 2020 Population counts from Census.gov.
[2] U.S. Census 2015 population estimates from Census.gov.
[3] Highlands County total population projection based on BEBR Florida Population Studies, Bulletin 190, June 2021

Table No. 3.9. Projected Water Demand for Estimated Seasonal Population on Public and DSS Sources in GPD

	2020	2021	2025	2030	2035	2040
Seasonal Population	15,691	15,820	16,893	17,420	17,856	18,238
Per Capita Daily LOS (gpd)	120	120	120	120	120	120
Est. Demand (mgd)	1.88	1.90	2.03	2.09	2.14	2.19

[1] U.S. Census 2020 Population counts from Census.gov.
[2] U.S. Census 2021 population estimates from Census.gov.
[3] Highlands County total population projection based on BEBR Florida Population Studies, Bulletin 190, June 2021 .
[4] Seasonal Population is based on a 15.5% rate of permanent population used in the HC PLAN.

Each WMD projected the water demand for public water supply and domestic self-supply for its portion of Highlands County's population within their district boundaries to determine if sufficient water will be available to meet the anticipated demands. The WMDs forecast demand based on an average rainfall year (5-10) and based on a drought rainfall year (1-10). These forecasts are referred to as average and peak demands respectively. The average and peak demand forecasts for the WMDs are shown in Table 3.10. The forecast data was gathered from the HPR WSP and the LKB WSP 2014. Map 3-2 illustrates the dwelling units that are located outside the Public Water Supply service areas subject to domestic self-supply for its potable water and individually in Appendix B. Some of these dwelling units may be permitted with an agricultural water use permit for potable water use.

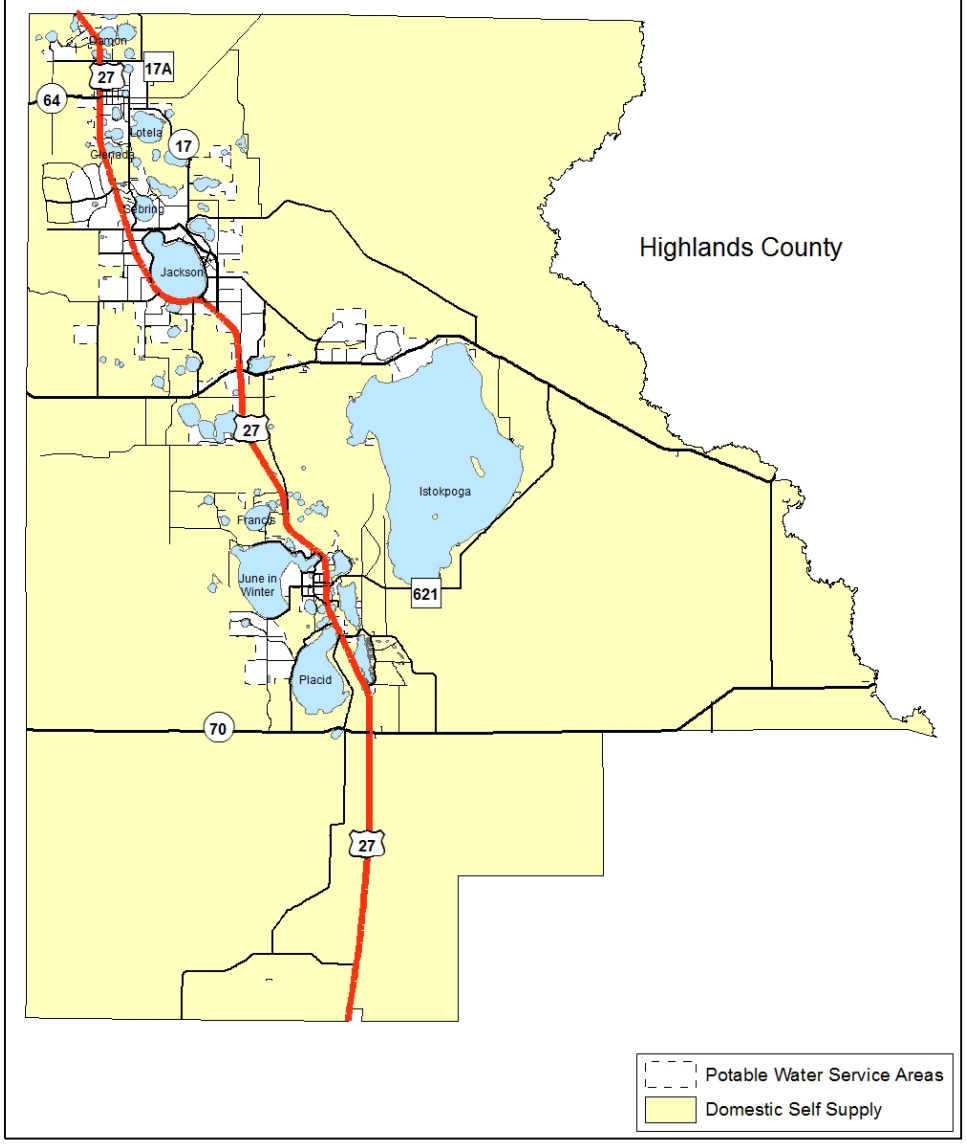
Table No. 3.10. Projected Water Management District Water Demand Public Water Supply (PWS) and Domestic Self-Supply Sources (DSS) in MGD

	2015/17 Base[3]		2020		2025		2030		2035		2040	
	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10
SWFWMD[1]	12.45	13.20	12.99	13.77	13.42	14.22	13.77	14.59	14.03	14.88	14.24	15.09
SFWMD[2]	0.68	0.72	0.69	0.74	0.72	0.77	0.75	0.79	0.76	0.81	0.78	0.82
TOTAL	13.13	13.92	13.68	14.51	14.14	14.99	14.52	15.38	14.79	15.69	15.02	15.91

[1] HPR WSP 2020, p. 46.
[2] LKB WSP 2019, p. 12-14.[3] SWFWMD used 2015 and SFWMD used 2017 as the "Base Year"

By comparing the projected water demands from the two WMDs with the projected demand based on applying the LOS of 120 gpd to the estimated population, there is currently sufficient water capacity to meet the anticipated permanent populations. For example, in 2025 there is a surplus of 1.33 mgd for an average year. By 2040, the surplus water capacity is anticipated to shrink to approximately 0.9 mgd. Table 3.11 illustrates this surplus water capacity.

Map 3-2
Highlands County - Domestic Self-Supply



Source: Highlands County Planning Department, August 2016

Table No. 3.11. Projected Excess Water Capacity in Water Management District WSPs Relative to Highlands County Projections

	2020	2025	2030	2035	2040
Est. Permanent Residents	101,235[1]	108,990	112,385	115,203	117,667
Projected Water Demand (mgd)[3]	12.15	13.08	13.49	13.82	14.12
Projected WMD Water Demand (mgd)[4]	13.68	14.41	14.52	14.79	15.02
Projected Water Surplus (mgd)	1.53	1.33	1.03	0.97	0.90

[1] U.S. Census 2020 Population counts from Census.gov
[2] Highlands County total population projection based on SFWMD/SWFWMD projections as in their respective WSPs.
[3] Based on HC PLAN, per capita daily LOS of 120 gpd (Table No. 3.8).
[4] Water demand from Table No. 3.10.

C. Additional Water Demand Sources

In addition to potable water demand, agricultural irrigation self-service is the largest single demand on water supplies within Highlands County. The main crops include hay/pasture, citrus, sugar cane, sod, fresh market vegetables, greenhouse/nursery. Field crops, and non-citrus fruit. Agricultural water demand is projected based on the agricultural use, the acres in production or head of cattle, and a water use adjustment based on the type of crop. The number of acres in production for citrus has declined in recent years due to the effects of citrus greening, canker and other diseases. This decline is anticipated to slow and stabilize over the next decade due to the intensive research into addressing these effects. The number of acres for other crop types are anticipated to remain steady over the planning period with the exception of fresh market vegetable operations which will increase (LKB WSP 2019). These agricultural demands accounted for approximately 275.13 MGD demand in 2020 and is projected to decline by approximately 29.98 mgd by 2040 for a total of 245.15 mgd as shown in Table No. 3.12. The WMDs forecast demand based on an average rainfall year (5-10) and based on a drought rainfall year (1-10).

Table No. 3.12. Projected Total Gross Agricultural Irrigation Water Demand under average rainfall conditions and 1 in 10-year drought conditions in MGD

	2015/17 Base[3]		2020		2025		2030		2035		2040	
	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10
SWFWMD[1]	155.74	228.94	152.36	223.95	149.35	219.54	146.93	215.95	146.56	215.38	143.79	211.23
SFWMD[2]	126.79	151.27	122.77	146.38	117.20	139.69	112.80	134.49	105.06	125.34	101.36	119.91
TOTAL	282.53	380.21	275.13	370.33	266.55	359.23	259.73	350.44	251.62	340.72	245.15	331.14

[1] HR WSP 2015, p. 58.
[2] LKB WSP 2019, p. B-18 – B-26.
[3] SWFWMD used 2015 and SFWMD used 2017 as the "Base Year

Additional water demands include Recreation/Landscape (REC) uses, Power Generation (PWR) and Industrial/Commercial/Institutional (ICI) uses. Recreation/

Landscape uses include golf courses and irrigated open spaces such as parks, sports fields, and homeowner's association common areas not covered by PWS permits. The increase in this use is anticipated primarily in the SWFWMD boundary. (HR WSP 2015)

Highlands County has one power generation facility, which is the Tampa Electric Company (TECO) Phillips Power Station located within the SFWMD near the City of Sebring (LKB WSP 2019, page B-32). The TECO energy facility has permanently closed and, therefore, the power needs of Highlands County currently are met by facilities located outside of the County boundaries. There are no new power generation facilities planned. Therefore, Power Generation (PG) demands are projected to remain at 0.00 mgd through 2040.

The Industrial/Commercial/Institutional (ICI) uses category primarily reflects the water used for processing and manufacturing, and technical needs such as concrete, citrus and vegetable processing, and mining operations. Demand in the ICI category is projected to rise slightly in the planning period. This projection does not include potential biofuels plants that have been proposed due to the uncertainty concerning the timing of construction. (LKB WSP 2014) These uses combined account for 7.69 MGD in 2015 and up to 10.36 MGD in 2035 and are illustrated in Table 3.13.

Table No. 3.13. Summary of Gross Water Demands under average rainfall conditions and 1 in 10-year drought conditions in Highlands County in MGD[1]

Water Use Category	2015 Base		2020		2025		2030		2035		2040	
	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10	5-10	1-10
PS/DSS[2]	13.13	13.92	13.68	14.51	14.41	14.99	14.52	15.38	14.79	15.69	15.02	15.91
AG[3]	282.53	380.21	275.13	370.33	266.55	359.23	259.73	350.44	251.62	340.72	245.15	331.14
ICI[4]	1.04	1.04	1.07	1.07	1.11	1.11	1.14	1.14	1.17	1.17	1.19	1.19
PG[5]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REC[6]	2.80	3.53	2.81	3.55	2.83	3.57	2.85	3.60	2.86	3.61	2.86	3.62
TOTAL	299.50	398.70	292.69	389.46	284.90	378.90	278.24	370.56	270.44	361.19	264.22	351.86

[1] Demands were aggregated from figures included in the LKB WSP 2019 Appendix B and the HPR WSP 2020 Chapter 3.
[2] Public Water Supply/Domestic and Small Public Supply (Table No. 3.10)
[3] Agriculture Irrigation (Table No. 3.12)
[4] Industrial/Commercial Institutional
[5] Power Generation
[6] Recreation/Landscape

IV. CAPITAL IMPROVEMENTS

A. Work Plan Projects

Highlands County does not own water supply facilities and is not responsible for water supply in the unincorporated areas of the county. The municipal community owned potable water systems of Avon Park, Sebring and Lake Placid provide potable water within their corporate boundaries and the unincorporated areas of the county located within their respective service area. Proposed projects for their utility facilities and distribution systems are identified in their respective Capital Improvements Schedules (CIS). If projects are not currently identified in the CIS's, refer to the individual jurisdictions Water Supply Plans for identified projects.

The community type potable water systems of Placid Lakes Utility, Inc., Spring Lake Improvement District (SLID), and the SNLID that are within the unincorporated areas of the County are subject to expansion as the developments they serve continue to build out. They do not have an adopted Comprehensive Plan with a Capital Improvements Element (CIE) or a capital improvements plan (CIP) for potable water facility projected needs.

B. Capital Improvements Element/Schedule

1. Highlands County.

The County will continue to work with the communities of Avon Park, Sebring and Lake Placid and the community type potable water systems to ensure that the adopted level of service (LOS) is maintained in the unincorporated areas of the County. Appendix D may be reference for the County's CIE which references working with water providers to ensure the LOS are provided for water users in the County. In particular, Objective 6 of the Infrastructure Element of the Highlands County 2030 Comprehensive Plan states:

"Objective 6: Support the utility providers that serve the unincorporated portions of Highlands County in Providing Sufficient Potable Water To Residential And Non-Residential Users Within Water Service Areas Consistent With The Water Supply Facilities Work Plan…

> *Utilize the data, analysis, and recommendations of the Water Supply Facility Work Plan (WSFWP) as a guide to plan for and develop new potable water facilities and to monitor water providers serving unincorporated portions of Highlands County."*

Policy 2.3 of the County's Capital Improvement Element contains conditions that a public facility or service is determined to be available for potable water, wastewater, solid waste, and drainage if it meets any of the conditions "A through E" below.

A. The facility or service is in place to serve a proposed development when the County's development. order, permit or development agreement is approved.
B. The County's development order, permit or development agreement is approved subject to the condition that the facility or service will be in place when impacts of the proposed development occurs.
C. The facility or service is under construction or is financially committed within the first three years of the CFS when the County's development order, permit or development agreement is approved.
D. The facility or service is the subject of a binding executed construction contract which provides for the commencement of the actual construction of the required facility or the provision of the required service within one-year of issuance of the County's development order permit; and if for roads, within 3-years.
E. The facility or service is guaranteed by an enforceable Development Agreement which requires commencement of the actual construction of the facility or the provision of the service within one year of issuance of the County's development order or permit, and if for roads, within 3-years.

The issuance of development orders and permits are based upon the availability of potable water as expressed in the County's adopted comprehensive plan, LDRs and concurrency management system (CMS). Also, the municipal community owned, and community type potable water providers must demonstrate financial ability to provide improvements for future water facilities as expressed in their CIE and CIS/CIPs.

Policy 6.2, Design Capacities for Public Water Systems (Infrastructure Element) and Policy 4.2, Levels of Service Defined (Capital Improvements Element) identifies the Highlands County adopted LOS for residential water systems for gallon per capita per day (gpcd).

"The County shall coordinate with the utility providers that service the unincorporated areas of the County to ensure that the following minimum design standards to residential water systems are maintained:

RV Park	75 gpcd
Mobile Home Park	100 gpcd
Single Family Residential	120 gpcd
Multi-Family Development	120 gpcd"

Concurrency clearance must be obtained by the County Engineer for all development within the unincorporated areas of the County for all final development orders development requiring the recording of final plats, for development requiring the submittal of final site plans, and for mining operations. This is to ensure that facilities and the adopted levels of service standards are available concurrent with the impacts of development. (Highlands County 2030 Comprehensive Plan and Land Development Regulations).

2. City of Avon Park

Objective 1 and Policy 2.2 of the CIE (see Appendix E) of the City of Avon Park's adopted comprehensive plan clearly identifies its responsibility for water supply and water facilities as denoted below:

> ***"Objective 1:*** *The Capital Improvements Element shall guide the provision of public facilities for the purpose of accommodating desired future growth, replacing facilities that have exceeded their useful lifespan and correcting existing deficiencies….*
>
> *Policy 2.2: Development orders and permits will be granted only when the facilities are operating at the established level of service, or will be available concurrent with the impacts of development."*

Pursuant to Infrastructure Element Policy 1.3 for LOS, the City of Avon Park adopted the following per capita per day for potable water connections:

Potable Water Facilities 102 gpcd

Avon Park's most recent CIP is for Fiscal Years 2010 through 2014. A significant amount of potable water improvements were scheduled for this 5-year period with the funding earmarked as either City water and sewer or developer funded. The 5-year total amount scheduled for potable water was $2,922,615.00, as detailed in Appendix H.

A concurrency management system has been adopted by the City. It can be found in Article 6. Public Safety Monitoring and Permitting, of the *City of Avon Park Unified Land Development Code*. This system ensures that the required facilities are in place concurrent with the impacts of development (Avon Park 2030 Comprehensive Plan and Unified Land Development Code).

3. City of Sebring

Objective 1 and 2 of the CIE (see Appendix F) of the City of Sebring's adopted comprehensive plan clearly identifies its responsibility for water supply and water facilities as indicted below:

> ***"OBJECTIVE CIE 1****: The City shall accommodate deficiencies and provide for desired future growth as indicated in the 5-year Schedule of Capital Improvements by meeting the schedule or modifying the schedule to accommodate changes in financing or feasibility…*

> ***OBJECTIVE CIE 2 - DEVELOPMENT COORDINATION AND REGULATION:*** *All Development Orders and permits will be based on the availability of necessary public facilities and services at adopted level of service standards needed to support such development concurrent with development impacts. The City shall not issue a development order unless the adopted levels of service are provided, consistent with the concurrency standards listed in Policy 2.1."*

Pursuant to Infrastructure Element Policy 1.1 for LOS, the City of Sebring has adopted the following for determining the availability of facility capacity and demand generated by a new development or redevelopment potable water facilities:

Potable Water Facilities	102 gpcd

Sebring's most recent CIP is for Fiscal Years 2010 through 2014. A considerable amount of potable water improvements were scheduled for this 5-year period, as shown in Appendix I. A concurrency management system has been adopted by the City of Sebring. It can be found in Chapter 8. Article III., Concurrency Management System for Water, Sewer, Drainage, Solid Waste, Parks and Recreation, of the *Code of Ordinances of the City of Sebring*. The City uses this system to ensure that no building permit is issued unless the necessary facilities are in place or available and are consistent with the adopted LOS within its Comprehensive Plan.
(< https://www.municode.com/library/fl/sebring/codes/code_of_ordinances >).
(< http://www.mysebring.com/DocumentCenter/Home/View/46 >).

4. Town of Lake Placid

Objective 1 and 4 of the CIE (see Appendix G) of the Town of Lake Placid's adopted comprehensive plan clearly identifies its responsibility for water supply and water facilities as shown below:

> *"**OBJECTIVE 1.** THE TOWN SHALL IMPLEMENT A CAPITAL FINANCIAL STRATEGY (CFS) BY SCHEDULING AND FUNDING THE CONSTRUCTION OF PUBLIC FACILITIES TO CORRECT EXISTING DEFICIENCIES, SERVE PROJECTED FUTURE GROWTH NEEDS, AND REPLACE OBSOLETE AND WORN-OUT FACILITIES, IN ACCORDANCE WITH A SCHEDULE OF CAPITAL IMPROVEMENTS…*
>
> ***OBJECTIVE 4.** THE TOWN SHALL ENSURE THAT THE DEMAND ON PUBLIC FACILITIES CREATED BY PREVIOUSLY ISSUED DEVELOPMENT ORDERS FOR FUTURE DEVELOPMENT DOES NOT EXCEED THE TOWN'S OR SERVICE PROVIDER'S ABILITY TO FUND*

AND PROVIDE THE NECESSARY PUBLIC FACILITIES, SERVICES, AND SUITABLE LAND FOR UTILITIES, AS STATED IN THE CONCURRENCY MANAGEMENT SYSTEM SECTION."

Pursuant to Infrastructure Element Policy 6.1 and Capital Improvements Element Policy 2.1(e), Potable water for LOS, Lake Placid has adopted the following per capita per day for potable water:

Potable Water Facilities	148 gpd

Lake Placid's 2030 Comprehensive Plan includes the Town's 5-Year Capital Improvement Schedule (Capital Improvement Element) and 10-Year Capital Financial Strategy for Fiscal Years 2021/22 through 2025/26, (Technical Support Document). The proposed annual update is provided in Appendix J.

The Town of Lake Placid has adopted a concurrency management system, which can be found in Chapter 158, Concurrency, *Code of Ordinances, Town of Lake Placid, Florida*. This system is to ensure that development orders and permits will not reduce the adopted LOS and that public facilities will be available at the time development. As provided within its Comprehensive Plan (Town of Lake Placid 2030 Comprehensive Plan and Code of Ordinances).

V. WATER CONSERVATION AND RECLAIMED WATER

Essential to the water supply plan for Highlands County will be determining the extent to which new groundwater supplies and opportunities for surface water supplies will supplement the demand for future water supplies in the County. Added to these alternative sources will be the consideration of conservation programs, reuse of reclaimed water opportunities and land use transitions. The County will work with the municipal and community public water suppliers to identify strategies for increasing the capacity of water reuse systems including assisting suppliers in applying for funding sources as appropriate. Also, the County will research and identify intergovernmental coordination mechanisms for implementing regional water conservation and reuse.

The County utilizes several Best Management Practices to reduce water use and increase the availability of potable water for its users. This is achieved through various conservation efforts.

A. Conservation Programs

Conservation programs can be used to educate water users and facilitate adoption of effective water conservation measures by specific users. Water conservation measures includes action and hardware that improve the efficient use of water. The community and community-type water providers and local governments are the primary entities that develop conservation programs. It is important that all water providers and users of water in Highlands County understand their role in promoting water conservation.

The following subsections contain a brief discussion of established conservation efforts and programs that may be applicable to different water use categories. Any one of these programs or a combination of conservation programs should be used to effectively reduce the demand for water in Highlands County.

1. Education.

Educating the public is an important element of a successful water conservation program. While the actual quantity of water savings as a result of customer education is not measurable, the effort greatly increases the success of all other facets of a conservation program by raising citizen awareness and changing attitudes regarding water use. Educating customers, accompanied by other effective conservation measures, can be effective supplement to a long-term water conservation strategy. The effectiveness of education combined with other water conservation measures are reflected in the per capita trend for public water supply systems in Highlands County as shown in Table No. 3.2. Highland County will continue to provide education to its citizens about water conservation and cooperate with water providers within the County to inform customers about the importance of water conservation and incentives and opportunities to conserve water.

2. Florida Building Code.

Water conservation measures are contained in the Florida Building Code (FBC) by requiring low-flow plumbing fixtures as referenced in Chapter 4, Section 401.3, *Water Conservation*, and Chapter 6, Section 604.3, *Water Distribution System Design Criteria*. Sprinkler/emitter spacer and selection spacing is provided in Appendix F, Part II.E. of the FBC (2020 Florida Building Code, Plumbing, 7th Edition).

3. Water Restrictions.

Highlands County implements water conservation through water irrigation restrictions. These are the Water Management District's year-around water conservation efforts that apply to Highlands County as well as other counties in Florida. Lawn and landscape watering are limited to a certain number of days and times per week. Details are available from the Highlands County Cooperative Extension Service.

Additional water conservation can be achieved from updating inefficient sprinkler heads and the installation of smart irrigation controllers, such as rain sensors, soil moisture sensors or other weather-based controllers. Based on studies by the University of Florida, it was determined that lower levels of saving from retrofitting older systems and smart irrigation controllers are 10% and 20% respectively.

4. Florida-friendly Landscaping and Irrigation Methods.

Water conservation, especially on xeric uplands, is encouraged through the use of native and drought tolerant vegetation and properly zoned irrigation systems known as Florida-friendly landscaping. By using Florida-friendly landscaping water usage is reduced and the upkeep of the landscaping is kept to a minimum. All new commercial and industrial developments landscapes are to be irrigated using an automatic irrigation system with a controller set to apply water in a manner consistent with water conservation methods and practices. There are water conservation measures in the County's LDRs for the limited use of water for irrigation of newly planted vegetation whenever climatic drought conditions occur and the Water Management District declares special precautionary directives.

5. Agriculture Water Conservation.

The largest demand for water in Highlands County is for agriculture irrigation and accounts for approximately 94% of the total demand for water in 2040 as reflected in Table No. 3.13. Therefore, efforts to reduce water demand by the agriculture sector would make a significant impact on the availability of water in the future. The projected water demand by agriculture over the next 20 years, to 2040, indicates an approximately 10% reduction. There are conservation programs to help further reduce the demand for water by agriculture.

The Florida Department of Agriculture and Consumer services (FDACS) develops and adopts agriculture Best Management Practices (BMPs) by rule for different types of agriculture operations. These BMPs have been designed primarily to reduce

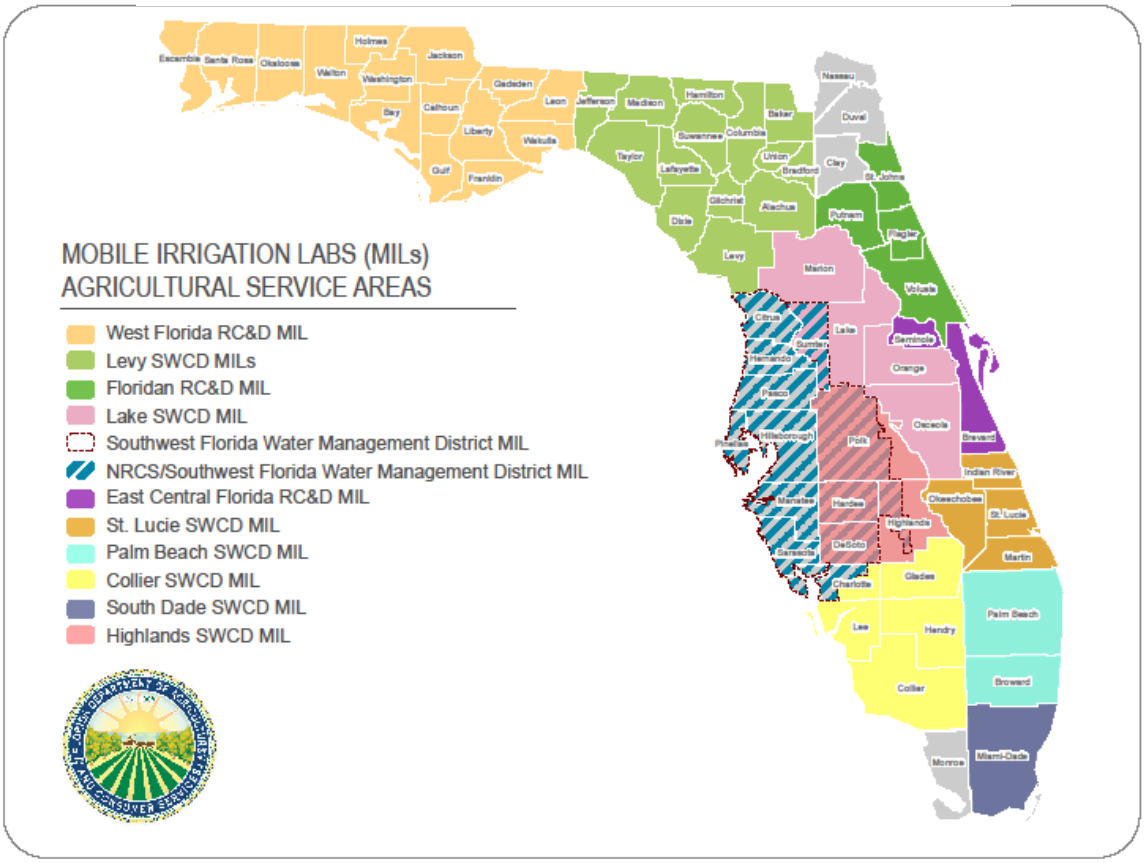
negative impacts from water quality while maintain or enhancing agriculture production. However, some BMP's also improve water use efficiency and can reduce the amount of water needed to meet crop demands in average to wet years.

The Florida Automated Weather Network, operated by the University of Florida Institute of Food and Agriculture Science (IFAS), provides weather information throughout the state at 15-minute intervals. Florida Automated Weather Network management tools provide information to assist growers using historical weather data and crop modeling technology to help with planning and decision making to improve the efficiency of irrigation practices.

6. Mobile Irrigation Lab (MIL).

The Highlands Soil & Water Conservation District (HSWCD) is a County partner agency. They provide MIL evaluations at no cost to citrus growers within Highlands County. This service is provided throughout the state of Florida; however, the HSWCD provides this service to Highlands County and a portion of Polk County as referenced in Map 5-1. The MILs offer the citrus grower a free on-site irrigation system evaluation. It consists of a truck with one to two persons that travel to a citrus grove operation that has asked for this service. An analysis of the irrigation system is performed and the property owner is provided with a final report with suggestions on how to improve the irrigation system, conserve water and improve water use, which in turn saves the farmer money by increasing crop production through uniform water application to the citrus grove. The overall conservation is not just money savings but helps to preserve the water being removed from the Floridan Aquifer for citrus irrigation. These MILS were funded by the Florida Legislature to the Florida Department of Agriculture and Consumer Services and by various WMDs.

Map 5-1 Mobile Irrigation Labs Urban Service Areas



Source: http://www.freshfromflorida.com/content/download/26122/502151/OAWP_Mobile_Irrigation_Lab Service Area Map.pdf

7. Existing Conservation Programs and Initiatives.

Highlands County implements the following conservation programs / initiatives:

- Citizen Education
- Maximum Flow Rates for Plumbing Fixtures
- Water Conservation through Water Restrictions adopted into the Land Development Regulations
- Florida-friendly Landscaping Methods
- Florida-friendly Irrigation Methods
- Mobile Irrigation Lab
- Reuse lines for new development within the Lake Placid Regional Plan Overlay
- Reuse lines for site specific development for large scale plan amendments
- Water rate structures
- Reclaimed or other non-potable water sources shall be used for irrigation if available.
- A rain sensor or other approved device, such as a soil moisture sensor,

shall be required on automatic irrigation systems. To avoid false readings, the device must be placed where it is exposed to unobstructed natural rainfall

8. Programs and Initiatives for Further Exploration.

Highlands County may consider the following conservation programs / initiatives for further exploration and possible implementation:

- Bioswales - rain gardens placed in long narrow spaces such as the space between the sidewalk and the curb*
- Permeable pavement alternatives - infiltrate, treat, and/or store rainwater where it falls.*
- Compute Your Water Use Calculator

* Source: https://www.epa.gov/green-infrastructure/what-green-infrastructure

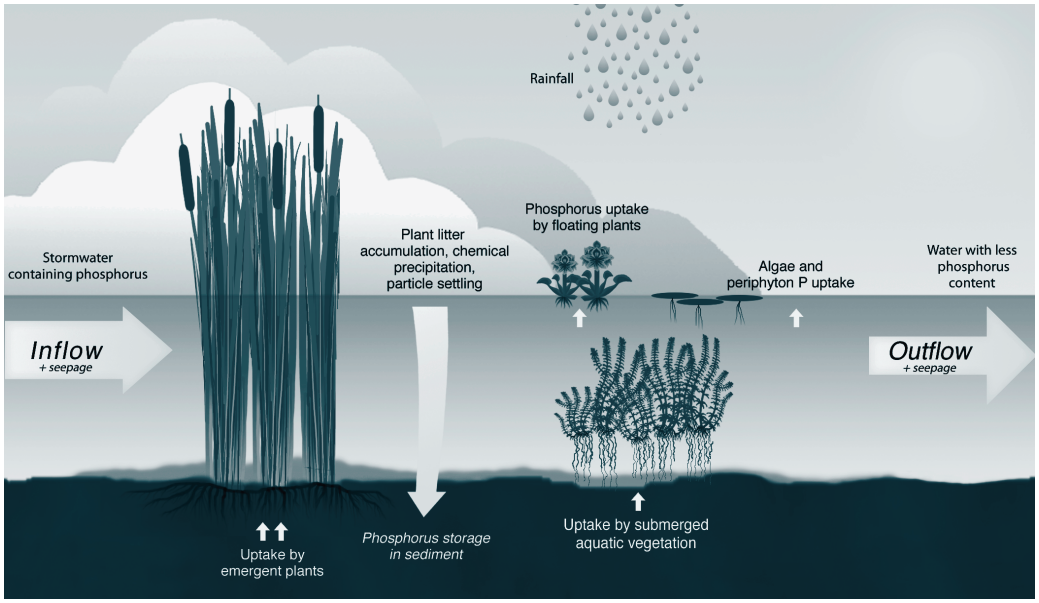
B. Stormwater Treatment Area (STA)

The Spring Lake Improvement District (SLID) implements or encourages water conservation and/or water reuse within the county with the design and construction of its STA, consisting of a lake-wetland marsh system. The Florida Legislature created the 4.5 square mile SLID in 1971. The SLID has been working for over eleven years on the development of a STA with FDEP and Florida Department of Transportation (FDOT) that includes an Eco-park, multi-use recreational path and maintenance road. The stormwater that enters Spring Lake flows from more than 620-acres at the Sebring Airport, 20-acres of FDOT right-of-way (U.S. 98), and nearly 70 acres of other unimproved lands via FDOT's storm water system. It includes the sheet flow from the Arbuckle Creek Area and the stormwater from SLID itself for a total of more than 3,000 acres. Stormwater is managed and treated through a series of existing upstream and cascading lakes, a network of canals, and a pump station. The pump station consisting of four 65,000 gpm pumps that control the discharge of stormwater to Arbuckle Creek. The water to be stored or captured in the STA will help with water retention, storage, quality and recharge of the aquifer's water supply. In other words, the goal is to retain the stormwater so it can naturally percolate into the underground aquifers.

Rainfall is the primary fresh water source for Florida. It seeps into the underground aquifers recharging the ground water supply. During heavy rains and flood events, the overflow drains to the canal system that has been designed to protect the area from flooding. Retention and detention ponds serve in this capacity by storing stormwater runoff during rain events. The SLID recognized that the construction of the STA will have an impact on the overall water quality and conservation of the area and as far downstream as the Northern Everglades watershed. This STA is important for many reasons. It provides for the collection of stormwater runoff which carries excess nutrients from farms, lawns, roadways and the urban areas of the County. When this water is stored in the STA, the wetlands have an opportunity to naturally remove the nutrient concentrations through its specialized cleansing

function. This function removes and stores nutrients through plant growth and the accumulation of plant litter (dead material) as a sediment layer as seen in Figure 5.8. The water quality is improved as the phosphates percolate or settle before the water is released into the public water body of Arbuckle Creek, which then flows into Lake Istokpoga through Lake Okeechobee and on into the Everglades (SFWMF, Below the Surface an in-depth look).

Figure 5.8. Stormwater Treatment Area - Wetland



Source: SFWMF, Below the Surface an in-depth look.

The SLIDs multi-million-dollar STA project (See Figure 5.9. below) will take several years to construct. The construction of the STA is in three phases and began in June of 2015 and was completed in September 2016. Both the FDEP and the WMD have praised the SLID on this water quality project and see it as a model for the state. It is a proactive and valuable community project in the entire North Everglades area. The total cost of the project was approximately $6.8 million, which included grants, appropriations, and State Revolving Funds for the STA project.

Figure 5.9. Spring Lake Improvement District Stormwater Treatment Area



Source: Edens. Smith Aerial Photos. 12:56 PM, view west, January 2016.

C. Reclaimed Water

The reuse of reclaimed water is a main component of a water conservation program. Reclaimed water is defined by the Florida Department of Environmental Protection (FDEP) as water that is beneficially reused after being treated to at least secondary wastewater treatment standards by a domestic wastewater treatment plant (WWTP). By reusing reclaimed water, the County is able to conserve freshwater supplies and replenish its streams, rivers, lakes and aquifers. The reuse of treated domestic wastewater can have an important role in offsetting the projected future growth demand for potable water. Reuse does not replace potable water, but it offsets the demand to provide potable water for irrigation and some industrial uses.

The utilization rate of reclaimed water varies by utility system. Typically, only 50 to 70 percent of treated wastewater flows go to reclaimed water customers. The reuse of reclaimed water is limited to the availability of customers, the ability to supply reclaimed water, seasonal supply and storage. Table No. 3.11 shows that excess water capacity exists after meeting the projected potable water demand through 2040. The reuse of treated domestic wastewater will reduce the demand for potable water for irrigation and industrial uses, freeing that capacity for unexpected potable water demand caused by higher than anticipated population growth. The intent is to maximize reclaimed water wherever it is available and to the extent possible based upon treatment capacity, distribution potential and available users.

The reuse of water county-wide is afforded two ways, as aquifer recharge and landscaping reuse. Based upon an inventory of the domestic wastewater treatment plants and reclaimed water facilities within the county (Table No. 5.14), approximately .25 MGD are being utilized as landscaping reuse and 4.92 MGD for aquifer recharge.

Table No. 5.14. Domestic Wastewater Treatment Plants and Reclaimed Water Facilitates

	Permitted Capacity	Current Flow (AADF) MGD	Current Flow (TMADF) MGD	Landscaping reuse MGD	Aquifer recharge MGD
City of Avon Park	1.585	.911	.876	0	1.585
City of Sebring[1]	1.970	1.067	1.123	.090	1.880
Lake Placid Utilities	.509	.159	.138	.162	.509
Placid Lakes	.015	-	.008	0	.015
Spring Lake	.107	.019	.021	0	.140
Sun 'N Lake	.950	0.49	.497	0	.950
Total	5.01	2.63	2.63	.25	4.92

Source: FDEP Permits and Monitoring Reports.
[1]Includes Sebring Airport

VI. GOALS, OBJECTIVES AND POLICIES

It is presumed at the out-set of this Water Supply Facilities Plan that the following recommended goals, objectives and policies within the Highlands County Comprehensive Plan implement water supply concurrency and conservation. Amended existing policies and new policies are presented in legislative format.

A. FUTURE LAND USE ELEMENT

Policy 6.3: Water Supply Plan Updates

Highlands County hereby adopts by reference the Highlands County 10-Year Water Supply Facilities Work Plan (WSFWP) Update 2022-2032 dated August 2, 2022. The County shall ~~review and update the WSFWP at least every 5 years, within eighteen (18) months after the adoption of an update to~~ coordinate with the staff of the South Florida and Southwest Florida Water Management Districts ~~as~~ related to future Regional Water Supply Plans ~~are updated~~. Any changes that occur within 5 years of the WSFWP shall be included in the Capital Improvements Plan update, if applicable, to ensure consistency between both the Water Management Districts and the Capital Improvements Element~~After completion of the updates to the Water Management District Plans, the County shall update its 10-Year Water Supply Facilities Work Plan and related water supply policies to address alternative water sources and needed capital improvements~~.

B. INFRASTRUCTURE ELEMENT

GOAL 4: TO COLLABORATE WITH AND SUPPORT THE UTILITY PROVIDERS THAT SERVE THE UNINCORPORATED PORTIONS OF HIGHLANDS COUNTY IN PROVIDING SUFFICIENT POTABLE WATER, AS ~~DETERMINED BY A~~ IDENTIFIED IN THE 10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE, THAT IS ALLOCATED THROUGH AN EFFICIENT AND EFFECTIVE SERVICE PROVIDER PROGRAM, THAT PROMOTES ~~INCORPORATES~~ WATER CONSERVATION AND ~~RECLAMATION~~RECLAIMED WATER USE, AVAILABLE TO ALL NEW DEVELOPMENT AND, WHERE APPROPRIATE ~~APPLICABLE~~, EXISTING DEVELOPMENT THAT IS CONSISTENT.

OBJECTIVE 1: ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS

Recognize that properly located, designed and regulated on-site sewage treatment and disposal systems will serve as a means of wastewater treatment in residential areas of less than one dwelling unit per gross acre.

All new ~~created~~ residential development ~~areas~~ with a gross density greater than one dwelling unit per gross acre, new multi-family development, new commercial development, new industrial development, and new public and private meeting

places shall be served by a central wastewater system and shall coordinate with the appropriate utility providers ~~s~~ that serves the unincorporated portions of the County unless central wastewater is not available within a quarter mile and fewer than three equivalent residential units (ERUs) are generated by the use or as specified in the Land Development Regulations. Connection shall be required in accordance with Florida Statutes and the Florida Administrative Code.

Policy 1.1: LDRs to Comply with State Code

The County shall continue to review and modify, where necessary, its Land Development Regulations to assure that they are in conformance, at a minimum, with Chapter 64 E-6, Florida Administrative Code (F.A.C.) "Standards for On-Site Sewage Treatment and Disposal Systems" and that the Land Development Regulations reflect the requirements of the Concurrency Management System.

OBJECTIVE 2: CENTRAL WASTEWATER SYSTEMS

Recognize that certain land uses, and development densities and intensity require central wastewater systems and require coordination with utility providers for the unincorporated portions of the County.

Policy 2.1: Central Wastewater Density Threshold, Development Standards, and Levels of Service

A. All new establishments and residential units that are required by the policies of this objective to be served by a central wastewater system, shall connect to central wastewater collection lines at the time of initial development, but only where the nearest wastewater line is located closer than one-quarter mile from the property line boundary, as measured and accessed via existing easements or rights-of-way consistent with State rules and guidelines.

B. The County shall continue to review and modify, where necessary, its Land Development Regulations to assure that:

1. Central wastewater systems shall be provided:

a. For residential development with ~~In Highlands County where land is developed at~~ densities greater than one dwelling unit per gross acre unless central wastewater is not available within a quarter mile and fewer than three equivalent residential units (ERUs) are

generated by the use or as specified in the Land Development Regulations,

b. For mobile home parks and campground development and districts,

c. For all new commercial and industrial development (except as otherwise allowed on septic systems),

d. Except as otherwise provided herein, existing developments utilizing on-site wastewater treatment and disposal systems will be required to connect to central wastewater treatment facilities when made available consistent with the requirements of Florida Statutes and the Florida Administrative Code.

2. When domestic wastewater flows are expected to exceed 10,000 gallons per day per establishment (pursuant to Chapter 64 E-6, Florida Administrative Code) or, notwithstanding the property's zoning district, all new residential subdivisions with a gross density greater than one dwelling unit per acre shall be served by a central wastewater system.

3. All newly constructed private central wastewater systems shall be engineered for eventual integration into a publicly operated interceptor central wastewater network.

4. The County shall coordinate with the utility providers for the unincorporated areas to meet the minimum Level of Service standard in the design of wastewater treatment plants ~~shall be~~ as follows:

RV Park	75 gpcd
Mobile Home Park	100 gpcd
Single-Family Subdivision	120 gpcd
Multi-Family Development	120 gpcd

5. Standards for the proper location, construction, operation, monitoring, reporting, and maintenance of package wastewater treatment plants shall be included in the LDRs.

C. Whenever connection to a private or public central wastewater system is refused by an operator; is unavailable at the time of construction; or, whenever connection points to an interceptor are more than one-quarter mile from the property line boundary of the

project, the County shall require connection to a central wastewater system available from a utility provider consistent with the requirements of Florida Statutes and the Florida Administrative Code. The County may approve an incremental or phased installation of a central wastewater system to accommodate the development.

OBJECTIVE 6: **SUPPORT THE UTILITY PROVIDERS THAT SERVE THE UNINCORPORATED PORTIONS OF HIGHLANDS COUNTY TO ENSURE~~IN PROVIDING~~ SUFFICIENT POTABLE WATER CAPACITY IS AVAILABLE TO RESIDENTIAL AND NON-RESIDENTIAL USERS ~~WITHIN WATER SERVICE AREAS~~ CONSISTENT WITH THE WATER SUPPLY FACILITIES WORK PLAN**

Utilize the data, analysis, and recommendations of the Supply Facility Work Plan (WSFWP) as a guide to monitor water providers serving unincorporated portions of Highlands County.

Policy 6.1: Water Supply Plan Updates

~~A.~~ Highlands County shall coordinate with the staff of the South Florida and Southwest Florida Water Management Districts as Regional Water Supply Plans are updated. The County shall review and update the Highlands County 10-Year Water Supply Facilities Work Plan (WSFWP) at least every five (5) years, w~~W~~ithin eighteen (18) months after the adoption~~of completion~~ of ~~the~~ updates to the South Florida and Southwest Florida Water Management District Regional Water Supply Plans. Any changes to occur within the first five (5) years of the WSFWP shall be included in the annual Capital Improvements Plan update to ensure consistency between the infrastructure and Capital Improvements Elements.~~the County shall update its 10-Year Water Supply Facilities Work Plan and related water supply policies to address alternative water sources, water conservation and needed capital improvements.~~

B. The County hereby adopts by reference the Highlands County 10-Year Water Supply Facilities Work Plan (WSFWP) Update 2022-2032, dated *[insert adoption date of this Plan Update]* .~~, and titled "10-Year Water Supply Facilities Work Plan Update 22017-2027."~~ The WSFWP ~~Work Plan~~ addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the County.

Policy 6.3: Study Existing Public Water Systems

The County staff shall monitor public and private water facilities ~~the entity~~ having operational responsibility in the unincorporated portions of Highlands County as they continue to compile data on current demand, level of service, and an analysis of the general performance for each identified ~~public and private~~ potable water facility. The information generated by this survey shall be used as reference material for implementing Future Land Use Policy 6.2.

A. The County shall coordinate with the utility providers to identify and monitor water supply source deficiencies and improvements needed to serve ~~serving~~ unincorporated portions of Highlands County consistent with ~~as tracked by~~ the County's 10-Year Water Supply Facilities Work Plan.

B. The County shall coordinate with the utility providers to identify and monitor water supply demands created by new development within the County for ~~their~~ impacts upon public water supply providers and as it pertains to their respective 10-Year Water Supply Facilities Work Plan and the Regional Water Supply Plans of the SWFWMD and the SFWMD.

C. Where practical, the County shall assist ~~the~~ utility providers to decentralize their potable water by locating new wells and associated water supply infrastructure in strategic locations to ensure ~~assure~~ sufficient water pressures throughout the system and to distribute aquifer draw downs.

D. The County shall coordinate with and strongly encourage utility providers, wherever possible, to construct loops within their ~~its~~ water distribution systems~~, comprising loops,~~ to more evenly maintain consistent water pressure.

C. INTERGOVERNMENTAL COORDINATION ELEMENT

OBJECTIVE 8: JOINT PLANNING AREAS

As provided under the authority of Section 163.3171, Florida Statutes, Highlands County shall, in conjunction with the municipalities of Avon Park, Sebring and Lake Placid, establish and implement joint municipal planning areas through inter-local agreements.

Policy 8.1: Municipal Growth and Provision of Services

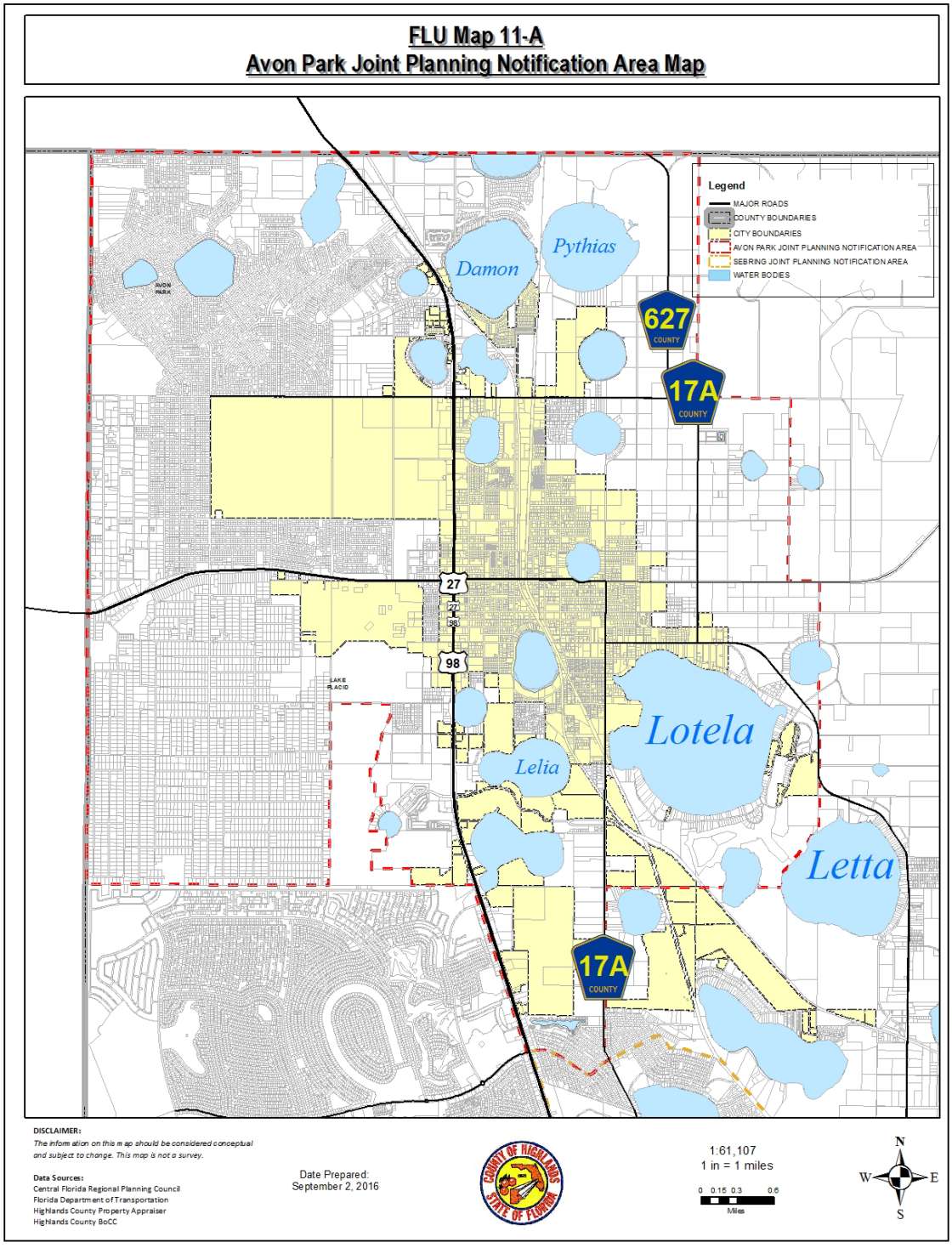
The County shall continue to coordinate with the municipalities of Avon Park, Sebring and Lake Placid, and other jurisdictions as appropriate, to implement a joint planning area and process ~~and delineate the~~, which includes identifying the delineation, direction and extent of municipal growth to ~~for the purpose of ensuring~~ ensure adequate, efficient and equitable provision of needed services.

Policy 8.2: Joint Planning Areas with the Municipalities

Highlands County shall establish joint planning areas with the municipalities of Avon Park, Sebring and Lake Placid (and shall identify such areas in the County's Future Land Use Map series) and may ~~consider developing~~ develop interlocal agreements for planning within these areas.

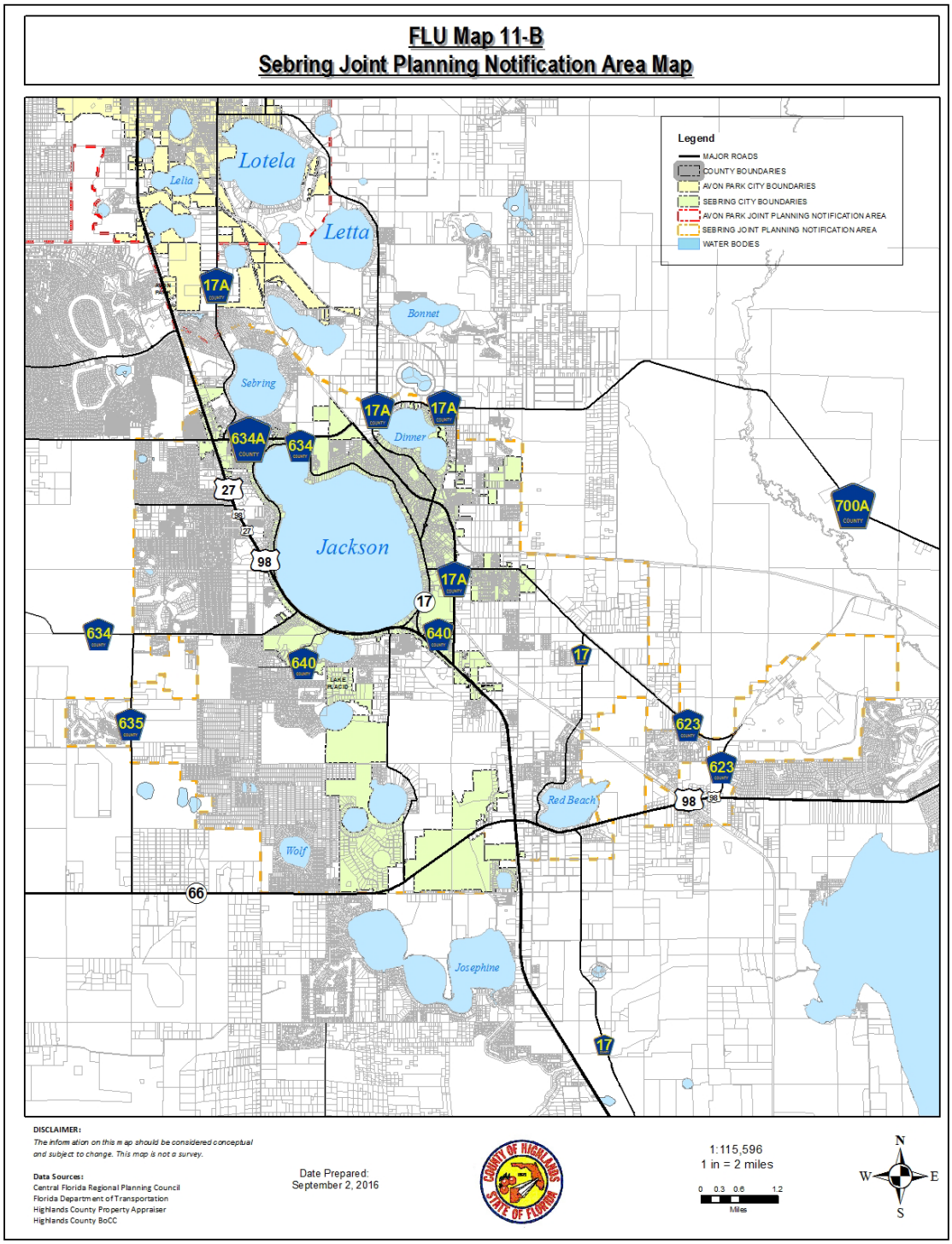
The inter-local agreements shall provide procedures for annexation consistent with the provisions of Florida Statutes, Chapter 171, Part 1, *Municipal Annexation and Contraction,* and Part II, *Interlocal Service Boundary Agreements,* and development review, in relation to the existing Comprehensive Plans and Land Development Codes of adjacent jurisdictions~~,~~; and shall map joint infrastructure service areas.

Map 6-1 Proposed Joint Planning Notification Area – Avon Park



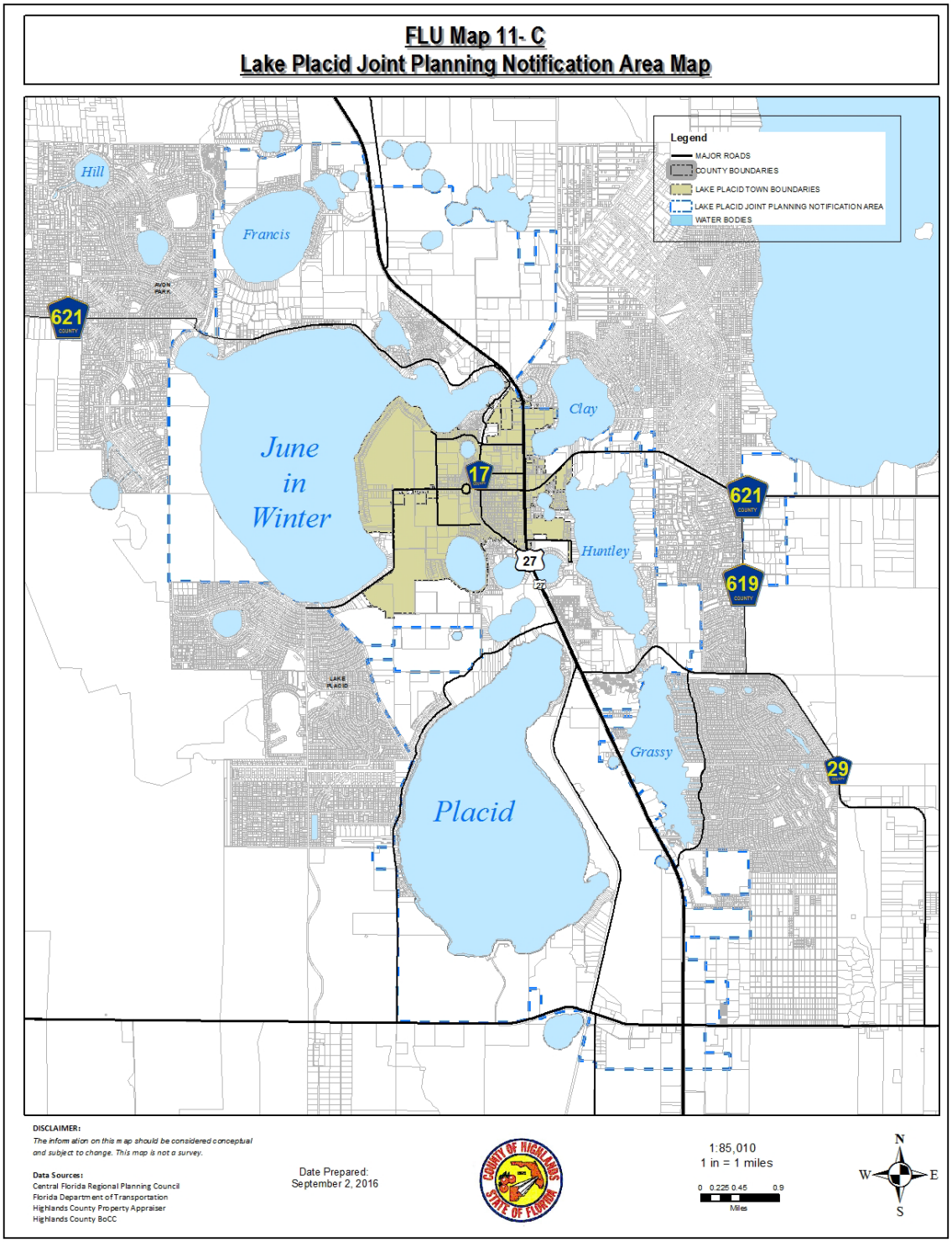
Source; Highlands County Planning, August 2016.

Map 6-2 Proposed Joint Planning Notification Area – Sebring



Source: Highlands County Planning, August 2016.

Map 6-3 Proposed Joint Planning Notification Area – Lake Placid



Source: Highlands County Planning, August 2016.

Policy 8.3: Joint Planning Areas – Minimum Considerations

When establishing boundaries for joint municipal planning areas, Highlands County and the municipalities shall, at a minimum, consider previously established planning area boundaries, municipal and county infrastructure service areas, existing and planned jurisdiction boundaries ~~lines~~ and local comprehensive plans.

Policy 8.4: Annexed Property – Regulatory Status

Subsequent to establishing an inter-local agreement and as long as it remains in effect, the following provisions shall apply to the unincorporated area located within an established municipal planning area consistent with the provisions of Florida Statutes, Section 171.062, *Effects of Annexation or Contractions*:

A. An amendment to the applicable municipal comprehensive plan shall be required in order to include such unincorporated areas within the municipal plan.

B. The Highlands County Comprehensive Plan and implementing Land Development Regulations shall remain in effect for all unincorporated areas. Upon annexation, the applicable local comprehensive plan and land development regulations shall be determined as follows:

1. If Provision A. above has been accomplished, the municipal comprehensive plan and land development regulations shall take effect at the time of voluntary annexation subject to a determination by the Highlands County Local Planning Agency that the requirements contained in the applicable inter-local agreement have been satisfied and subject to the completion of any subsequent final plan amendment action that may be required, or

2. The Highlands County Comprehensive Plan and Land Development Regulations shall remain in effect until the municipality adopts a municipal plan and zoning amendment that includes the annexed area.

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APPENDIX A

INTERLOCAL AGREEMENT BETWEEN HIGHLANDS COUNTY AND THE TOWN OF LAKE PLACID FOR THE TRANSFER OF UTILITIES

INTERLOCAL AGREEMENT BETWEEN
HIGHLANDS COUNTY AND
THE TOWN OF LAKE PLACID
FOR THE TRANSFER OF UTILITIES

This Interlocal Agreement is made between the TOWN OF LAKE PLACID, a Florida Municipal Corporation, 311West Interlake Boulevard, Lake Placid, Florida 33852 (hereinafter the "TOWN") and HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 (hereinafter referred to as the "COUNTY").

WHEREAS, the TOWN is a municipal corporation organized under the laws of the State of Florida; and

WHEREAS, the COUNTY is a political subdivision of the State of Florida; and

WHEREAS, the TOWN owns wastewater collection, treatment, and reuse utility facilities and potable water production and distribution utility facilities in and around the TOWN; and

WHEREAS, the COUNTY owns wastewater collection and treatment utility facilities and potable water production and distribution utility facilities around the TOWN; and

WHEREAS, over the past several years, the TOWN, the COUNTY, the jointly appointed Growth Management Committee, various landowners and many citizens have taken part in the development of the Greater Lake Placid Planned Vision Overlay (see Highlands County Comprehensive Plan, Future Land Use Element, Objective 12: Greater Lake Placid Planned Vision Overlay) hereinafter the "OVERLAY AREA" or "OVERLAY" as the context requires; and

WHEREAS, the Growth Management Committee recommended and the TOWN and the COUNTY agree that the OVERLAY AREA should be served by a regional utility owned and operated by the TOWN; and

WHEREAS, the COUNTY's adopted Comprehensive Plan requires that a regional municipal utility provide utility service in the OVERLAY AREA; and

WHEREAS, the COUNTY and the TOWN desire to agree upon the terms, conditions, and consideration for the creation of a regional utility owned and operated by the TOWN.

NOW THEREFORE, in consideration of the covenants and conditions herein, the TOWN and the COUNTY hereby agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein by this reference.

2. PURPOSE AND INTENT.

The purpose of this Interlocal Agreement is to set the terms and conditions for the transfer of the COUNTY's Placid Utilities and Highway Park Utility to the TOWN in order to establish a regional utility owned and operated by the TOWN with its existing wastewater collection, treatment, and reuse utility facilities and potable water production and distribution utility facilities, to provide for the operation and expansion of that regional utility system to serve the TOWN, the OVERLAY AREA, and nearby unincorporated areas of the COUNTY, and to address related planning issues.

The TOWN and the COUNTY intend to foster the operation and expansion of a reliable, cost effective public utility system (a potable water production and distribution system and a wastewater collection and treatment system) which will be owned and operated by the TOWN within the TOWN, the OVERLAY AREA, and nearby unincorporated areas of the COUNTY.

3. REGIONAL MUNICIPAL UTILITY ADVISORY COMMISSION. The TOWN adopted Ordinance 2011-633 creating the TOWN's regional utility advisory commission (hereinafter referred to as the "UTILITY COMMISSION").

4. TRANSFER OF COUNTY UTILITIES TO THE TOWN.

The COUNTY shall transfer Placid Utilities and Highway Park Utility (including all assets, escrows, reserves and deposits acquired or produced by each) to the TOWN 120 days after both governments adopt this agreement. The Closing (hereinafter referred to as the "CLOSING") may be extended by either party for up to three periods of 30 days each.

At or before closing, the TOWN through its regional utility shall assume, pay off or refinance the Bank of America debt (see Highlands County Ordinance number 03-04-30), and reimburse the COUNTY the sum of $18,450.00 (originally paid from the COUNTY's General Fund, BA # 97-98-194). The COUNTY represents that none of the existing deposits were paid from the COUNTY's CDBG grant involved in the system creation and further represents that the sums paid from the COUNTY's General Fund, BA # 97-98-194, were applied to utility deposits. At closing all existing deposits and an accounting for the same shall be delivered to the TOWN. The accounting shall designate the deposits which were paid from the COUNTY's General Fund, BA # 97-98-194, above mentioned. Upon closure of those accounts (where deposits were paid by the COUNTY), the deposits will be property of the TOWN.

The TOWN shall consolidate the wastewater collection and treatment utility facilities and the potable water production and distribution utility facilities received from the COUNTY with the wastewater collection, treatment, and reuse utility facilities and potable water production and distribution utility facilities of the TOWN and shall, thereafter, own and operate those utilities as part of its municipally owned regional utility, the potable water system of which is, and shall continue to be, a community system that provides fire protection (to the extent required by county wide ordinance) to its customers in the unincorporated area of the COUNTY, including the OVERLAY AREA. After the CLOSING, The TOWN shall not own or operate any wastewater collection, treatment, or reuse utility facilities or any potable water production or distribution utility facilities except as part of its regional utility.

The Town Utility Director and the County Engineer shall both cooperate, one with the other, prior to and after the CLOSING to facilitate a smooth and informed transition of the respective systems to the TOWN.

The TOWN and the COUNTY agree that the combined utility systems will need to be improved, enhanced, and expanded in the future. The initial combination of utilities will nearly double the TOWN's existing utility system. Upon CLOSING, the TOWN shall employ the COUNTY utility staff (if they desire to continue utility employment) within the TOWN's utility department; provided that they apply for employment at least 30 days prior to CLOSING. The TOWN agrees to hire such other employees commensurate with the needs of the combined system and anticipated expansion.

5. UTILITY RATES.

A. RATE PHASE IN PERIOD. There will be a utility rate phase in period of not more than five years from the day of CLOSING.

B. PHASE IN RATES. During the utility rate phase in period, all utility rates, fees, and charges for Placid Utilities and Highway Park Utility that are in effect on the day prior to CLOSING shall remain unchanged until the TOWN adopts new rates, fees, and charges for the regional utility pursuant to which utility customers within the TOWN boundary and the service areas of Placid Utilities, and Highway Park Utility, as ~~they~~ latter two existed at the time of CLOSING, are charged the same rates, fees, and charges, within each customer classification, by the regional utility. Those service areas are described on the maps attached to and incorporated in this Agreement as Exhibits A (Placid Utilities) and B (Highway Park Utility).

C. RATES, FEES, AND CHARGES AFTER PHASE IN, WITHIN THE TOWN, PLACID UTILITIES, AND HIGHWAY PARK SERVICE AREAS AS THEY EXISTED AT THE TIME OF CLOSING. After the phase in period described in subparagraph B of this paragraph, each customer classification and the rates, fees, and charges within each of those customer classifications shall be the same throughout the service area described in Exhibits A and B attached to and incorporated in this Agreement and the TOWN.

D. RATES, FEES, AND CHARGES, BEYOND THE TOWN SERVICE AREA, PLACID UTILITY SERVICE AREA, AND HIGHWAY PARK SERVICE AREA. Except for area described on the maps attached to and incorporated in this Agreement as Exhibits A and B the utility rates, fees, and charges charged by the TOWN's regional utility for utility service in the OVERLAY AREA, and nearby unincorporated areas of the COUNTY, may, as provided by law, exceed the rates, fees, and charges charged by the TOWN's regional utility for corresponding service within the boundaries of the TOWN.

E. ADDITIONAL CHARGES TO FUND THE EXTENSION OF UTILITY SERVICES. The TOWN or the COUNTY may establish additional charges or assessments to fund the extension of utility lines and facilities (including capacity) in specific areas.

6. LEVEL OF SERVICE.

A. HIGHWAY PARK AREA. The TOWN shall use its best efforts to maintain the level of service for which the Highway Park Utility system was designed for the area served by that system. Variations in water pressures caused by additional taps along the existing lines are anticipated and shall not deemed to be a service degradation.

B. PLACID UTILITIES AREA. As described in subparagraph C of this paragraph, the Placid Utilities potable water system currently has insufficient water storage to satisfy the requirements of Rule 62-555.315, Florida Administrative Code. The COUNTY represents that the COUNTY has sufficient funds available in the accounts of Placid Utilities for the 200,000 gallon water storage tank recommended in Section 7.3 of the for Placid Utilities Master Plan prepared by Chastain Skillman, Inc., quoted, in part, in subparagraph C of this paragraph. Those funds are included in the funds to be transferred by the COUNTY to the TOWN at CLOSING. Unless otherwise agreed in writing by the TOWN and COUNTY, the TOWN shall use those funds to add a new 200,000 water storage tank to the Placid Utilities potable water system within two years after the CLOSING. The TOWN after CLOSING shall use its best efforts to maintain the designed level of service for the Placid Utilities potable water system. Variations in water pressures caused by additional taps along the existing lines are anticipated and shall not be deemed to be a service degradation

C. MASTER PLAN FOR PLACID UTILITIES. The Master Plan for Placid Utility prepared by Chastain Skillman, Inc., Section 7.3, Pg. 41 states:

> "In general, the Water Plant appears to comply with DEP regulations. However, the FDEP regulations stipulate in 62-555.315(19) FAC that the water plant storage should be sufficient to cover 25% of the maximum daily flow plus fire flow. In residential areas, fire flow is commonly assumed to be 750 gpm with a four (4) hour duration. As illustrated in **Table 4-3**, the Maximum Day Demand observed is 491,000 gpd. County staff has indicated that this is an anomalous value due to issues with a flushing valve. Excluding line breaks and other distribution system problems, the maximum day demand for 2007 and 2008 was 279,000 gallons. This implies that the required storage to service current demand is 249,750 gallons (i.e. (0.25*279,000) + (4 hrs*60min/hr*750gal/min)). In calculating storage capacity, only half of the volume of each hydro-pneumatic tank can be considered. The remainder of the volume consists of pressurized air, which is used for operational control. The current tank

capacity available is 200,000 gallons plus half of the twin 10,000 gallon hydro-pneumatic storage tanks. Therefore, given the current demand, the existing plant is deficient in storage capacity by 39,750 gallons. To remedy this condition, another 200,000 gallon storage tank is recommended for construction on the Tomoka water plant site. Not only will this provide the storage necessary to comply with the state regulations, but will also provide an economical expansion of the facility to service growth of the area."

D. LIMITATION ON USE OF RESERVE FUNDS. During the rate phase in period, the TOWN shall use the Highway Park Utilities and Placid Utilities reserve funds only for those respective systems.

E. LIMITATION ON FACILITIES WITHIN TOMOKA HEIGHTS. The TOWN will not increase the capacity of the Placid Utilities Wastewater Treatment Facility situated within Tomoka Heights beyond 200,000 gallons per day.

F. PROVISION OF SERVICE REQUIREMENTS. The COUNTY will delete its utility service areas within the OVERLAY AREA. Utility service in the unincorporated area of the COUNTY, including the OVERLAY AREA, will be provided according to the terms and conditions of the Highlands County Comprehensive Plan, the Code of Ordinances, Highlands County, Florida, the related Highlands County Technical Standards Manuals, and all applicable federal and state laws, rules, and regulations.

7. FIRE FLOWS AND FIRE HYDRANTS IN THE UNINCORPORATED AREA OF THE COUNTY. The TOWN'S regional utility shall abide by the COUNTY wide fire protection standards (pressure, fire flow, line size and construction, and fire hydrants) when established by the COUNTY.

A. FIRE PROTECTION. To the extent required by Countywide ordinance, no potable water lines may be constructed, extended, or utilized by the TOWN's regional utility in the unincorporated area of the COUNTY, including the OVERLAY AREA, without installing either fire hydrants, or all facilities required for the installation of the fire hydrants except the fire hydrant itself, not more than 1,000 apart, installing fire hydrants not more than 500 feet from any potable water customer, installing sufficiently sized water lines, having or installing sufficient well capacity and water storage, and providing actual fire flow protection to all its customers in the unincorporated area of the COUNTY, including the OVERLAY AREA. To the extent required by County wide ordinance, the TOWN's regional utility shall install, field test, and maintain all fire hydrants according to the then current Manual of Water Supply Practices M17 *Installation, Field Testing, and Maintenance of Fire Hydrants* published by the American Water Works Association. The COUNTY shall promptly adopt land development regulations enforced in all of Highlands County (including all municipalities) implementing these requirements.

B. NEW DEVELOPMENT. If required by the OVERLAY, the TOWN and the COUNTY shall require new development within the OVERLAY AREA and nearby unincorporated areas of the COUNTY to connect to a municipal water system and if required by other countywide ordinance to install fire hydrants (or fire hydrant connection points) and water lines up to and within the land being developed.

8. TOWN ANNEXATION.

A. ANNEXATION REQUIREMENT. Except for the Tomoka Heights and Highway Park residential developments (both described below) and customers of Placid Utilities and Highway Park Utility at the time of CLOSING, the TOWN may require annexation (if the subject property qualifies) or require a recorded irrevocable annexation consent, properly encumbering the property, as a condition precedent to providing potable water or wastewater collection and treatment service. The TOWN is not required to annex property in order to provide utility service.

B. EXCEPTION FOR TOMOKA HEIGHTS AND HIGHWAY PARK. The TOWN shall not adversely annex the Tomoka Heights and Highway Park residential developments (as below described). The Tomoka Heights or Highway Park residents may (at a time of their choosing) seek annexation into the TOWN by vote according to law. The ballot question shall include only the Tomoka Heights or Highway Park residential sections. The Tomoka Heights and Highway Park residential sections are more particularly described as follows:

TOMOKA HEIGHTS	**All in the Public Records of Highlands County, Florida**
Tomoka Heights Section 1	Plat Book 13, Page 62
Tomoka Heights Section 2	Plat Book 14, Page 26
Tomoka Heights Section 3	Plat Book 14, Page 30
Tomoka Heights Section 4	Plat Book 14, Page 52
Tomoka Heights Section 4 Replat	Plat Book 14, Page 77
Tomoka Heights Section 5	Plat Book 15, Page 16
Tomoka Heights Section 6	Plat Book 15, Page 26
Tomoka Heights Section 7	Plat Book 15, Page 44
Tomoka Heights Section 8	Plat Book 15, Page 47
Tomoka Heights Section 9	Plat Book 15, Page 113
Replat of a Portion of Tomoka Heights Sections 2, 3, 4 & 5	Plat Book 16, Page 23
Tomoka Heights Section 10	(unrecorded)

HIGHWAY PARK WATER SYSTEM AREA.

A portion of Sections 7 and 8, Township 37 South, Range 30 East, Highlands County, Florida, containing all or part of the following plats: "Highway Park" as recorded in Plat Book 3, Page 93, "First Addition to Highway Park Subdivision" as recorded in Plat Book 3, Page 125, "Second Addition Highway Park Subdivision" as recorded in Plat Book 3, Page 3 130, "Third Addition to Highway Park" as recorded in Plat Book 4, Page 8, "Fourth Addition to Highway Park" as recorded in Plat Book 4, Page 31, "South Addition to Highway Park" as recorded in Plat Book 5, Page 75, "McGahee Addition" as recorded in Plat Book 12, Page 12, "Hilton Heights" as recorded in Plat Book 13, Page 65, "Taylor Subdivision" as recorded in Plat Book 13, Page 66, "Subdivision of the SE ¼ of the NW ¼ of the SW ¼ of the NW ¼ of Section 8, Township 37 South, Range 30 East" as recorded in Official Record Book 49, Page 462, "Subdivision of the NE ¼ of the NW ¼ of the SW ¼ of the NW ¼ of Section 8, Township 37 South, Range 30 East" as recorded in Official Record Book 149, Page 420, "Harry Taylor Highway Park Tract" as recorded in Official Record Book 65, Page 586, "East Highway Park Subdivision" (unrecorded) (all of the above are per the public records of Highlands County, Florida), being more particularly described as follows: Commence at the Southwest corner of Tract "B," "Sweetwater Estates Division of Twin Lake Groves," according to the plat thereof, as recorded in Plat Book 13, Page 21 of the public records of Highlands County, Florida; thence, North 57°49'19" West, a distance of 161.47 feet to the point of beginning; thence, South 90°00'00" East, a distance of 2,035.00 feet; thence, South 00°00'00" East, a distance of 695.00 feet; thence, South 90°00'00" East, a distance of 700.00 feet; thence, South 00°00'00" East, a distance of 1,335.00 feet; thence, South 90°00'00" East, a distance of 670.00 feet; thence, South 00°00'00" East, a distance of 700.00 feet; thence, North 90°00'00" West, a distance of 675.00 feet; thence, South 00°00'00" East, a distance of 650.00 feet; thence, North 90°00'00" West, a distance of 880.44 feet; thence, North 28°41'16" West, a distance of 3,852.96 feet to the point of beginning.

Said lands lying in Highlands County, Florida, containing 136.986 acres, more or less.

9. PLACID UTILITIES CAPACITY RESERVED. The TOWN shall reserve (to the extent that capacity exists) in the Placid Utilities system sufficient capacity to serve the Tomoka Heights development through build-out (for the lands described in paragraph 8 above). Tap and hook-up fees shall be paid at the then effective rates.

10. HIGHWAY PARK UTILITIES CAPACITY RESERVED. The TOWN shall reserve (to the extent that capacity exists) in the Highway Park Utilities system sufficient capacity to serve the Highway Park development through build-out (for the lands described in paragraph 8 above). Tap and hook-up fees shall be paid at the then effective rates.

11. PLACID UTILITIES AND HIGHWAY PARK UTILITIES CAPACITY COMMITMENTS. The COUNTY represents that there are no capacity commitments for the Placid Utility and Highway Park utility systems (water or wastewater).

12. SUBSEQUENT TRANSFER. The TOWN shall not lease, sell, or otherwise transfer ownership of the Placid Utilities or Highway Park Utilities systems or the areas, customers or locations served by those utilities at the time of CLOSING without the written consent of the COUNTY.

13. RECORDS. Upon transfer of Placid Utilities and Highway Park Utilities to the TOWN, the TOWN shall receive from the COUNTY the records relating to those utilities, and the TOWN shall, thereafter, be the custodian of those records for all purposes. The Town may dispose (according to law) of such records which it deems unnecessary.

14. HIGHLANDS COUNTY CODE AMENDMENT. The COUNTY shall promptly amend the Code of Ordinances, Highlands County, Florida, to impose the following requirements upon the owners of real property within the OVERLAY AREA:

A. NEW CONSTRUCTION. A certificate of occupancy shall not be issued for new residential, commercial, or industrial construction until the owner pays the tap, hook up, and all related utility fees and actually connects to the regional utility system (water and wastewater), when such service is available within 60 feet of the property line. The division of a parcel within 24 months prior to a building permit application shall not be recognized to defeat this connection requirement and the property owner will be required to provide all easements and pay all additional costs required to make the connection that are attributable to the division of the property.

15. COOPERATIVE FUNDING. Except as otherwise herein specifically stated, the TOWN and COUNTY intend to preserve to the greatest extent possible all revenue sources, financing methods, and non-ad valorem funding methods regarding the operation, enhancement and expansion of the TOWN's regional utility.

A. NON-AD VALOREM ASSESSMENT DISTRICTS. The COUNTY shall consider the creation of a non-ad valorem assessment district within the OVERLAY AREA, for the purpose of funding expansion, replacement or enhancement of potable water utility lines, service, and capacity, and wastewater utility lines, service, and capacity.

B. UTILITY STUDY. Owners of land in the Lake Placid North Area and the Lake Placid South Area agreed, during the development review process for those areas, to contribute $100,000.00 toward the funding of a utility study in the OVERLAY AREA. The TOWN shall use its best efforts to collect those contributions. The TOWN

and the COUNTY shall cooperate in the implementation of that OVERLAY AREA utility study.

16. AMENDMENT. The TOWN and the COUNTY reserve the right to alter and amend this Interlocal Agreement by further written agreement.

17. NO THIRD PARTY BENEFICIARY. This Interlocal Agreement is strictly made by and between the TOWN and the COUNTY and is not intended to create any right in or duty to any other entity, nor to be enforceable by any other entity.

18. EFFECTIVE DATE. The effective date of this agreement shall be the day that this agreement becomes adopted by both governments.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the 20th day of March 2012.

TOWN OF LAKE PLACID, a Florida municipal corporation

Attest: _____
Arlene J. Tuck, Municipal Clerk

By: _____
John M. Holbrook, Mayor

HIGHLANDS COUNTY, a political subdivision of the State of Florida

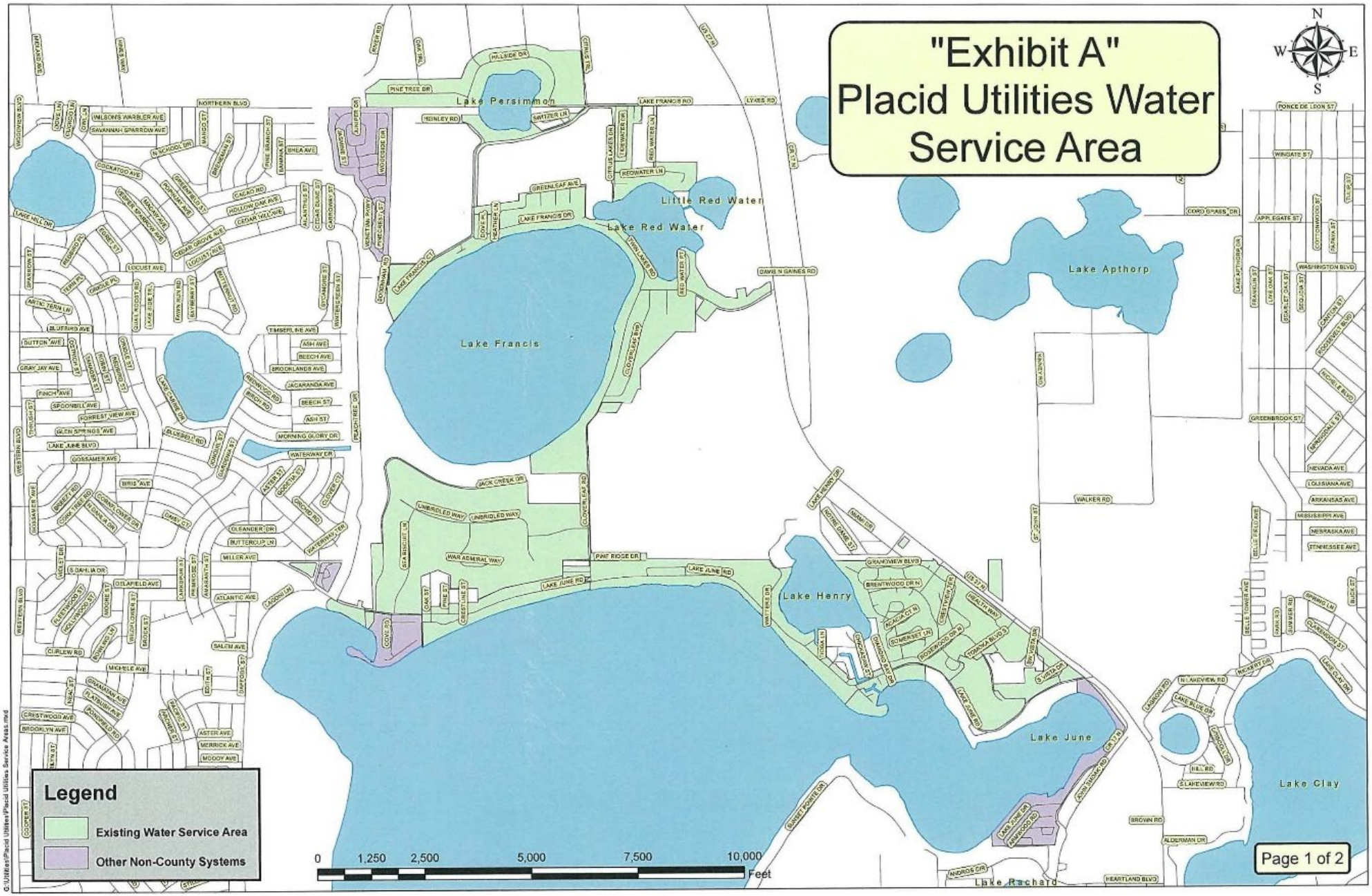
By: Its Board of County Commissioners

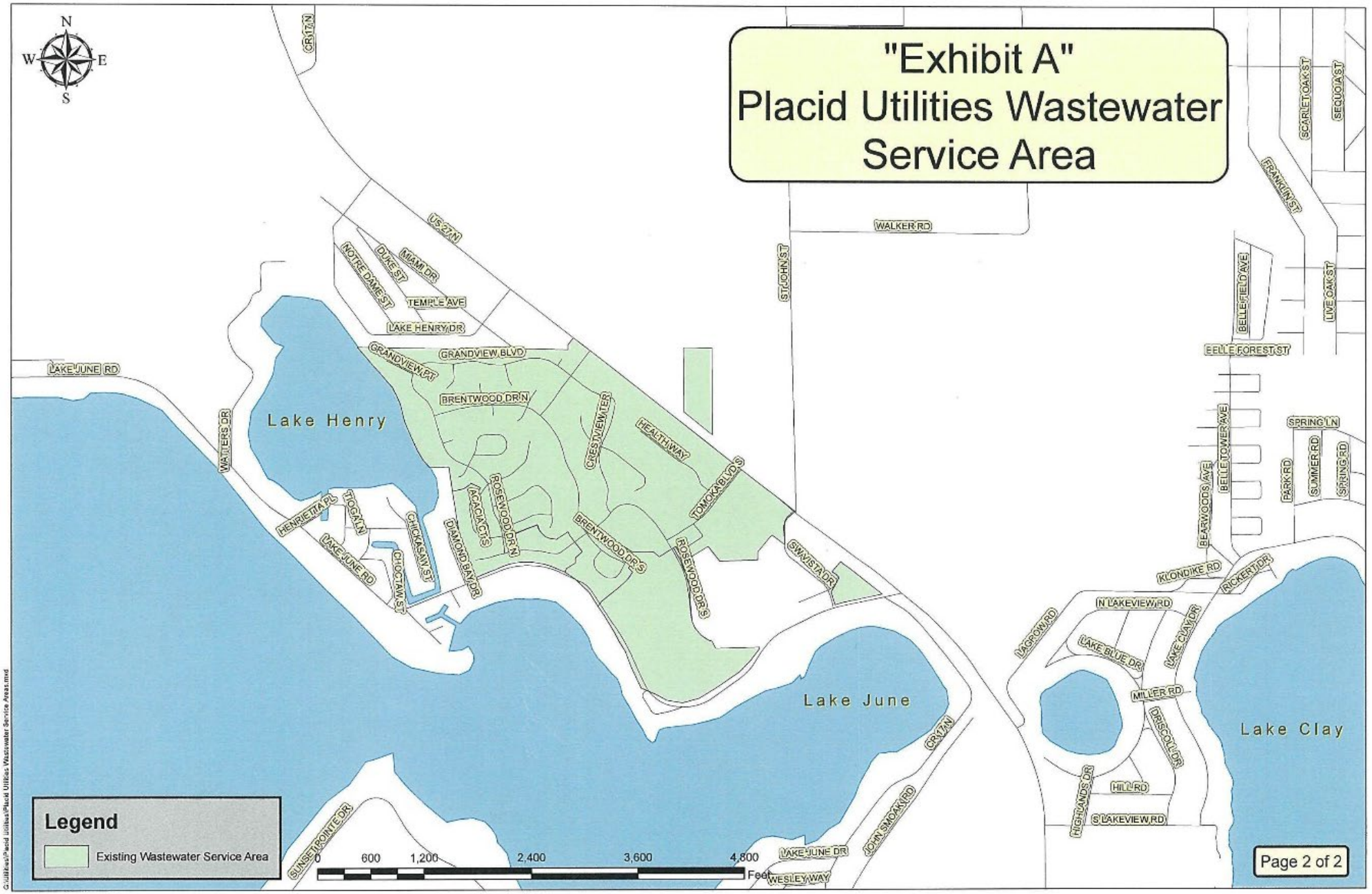
Attest: _____
Robert W. Germaine, Clerk

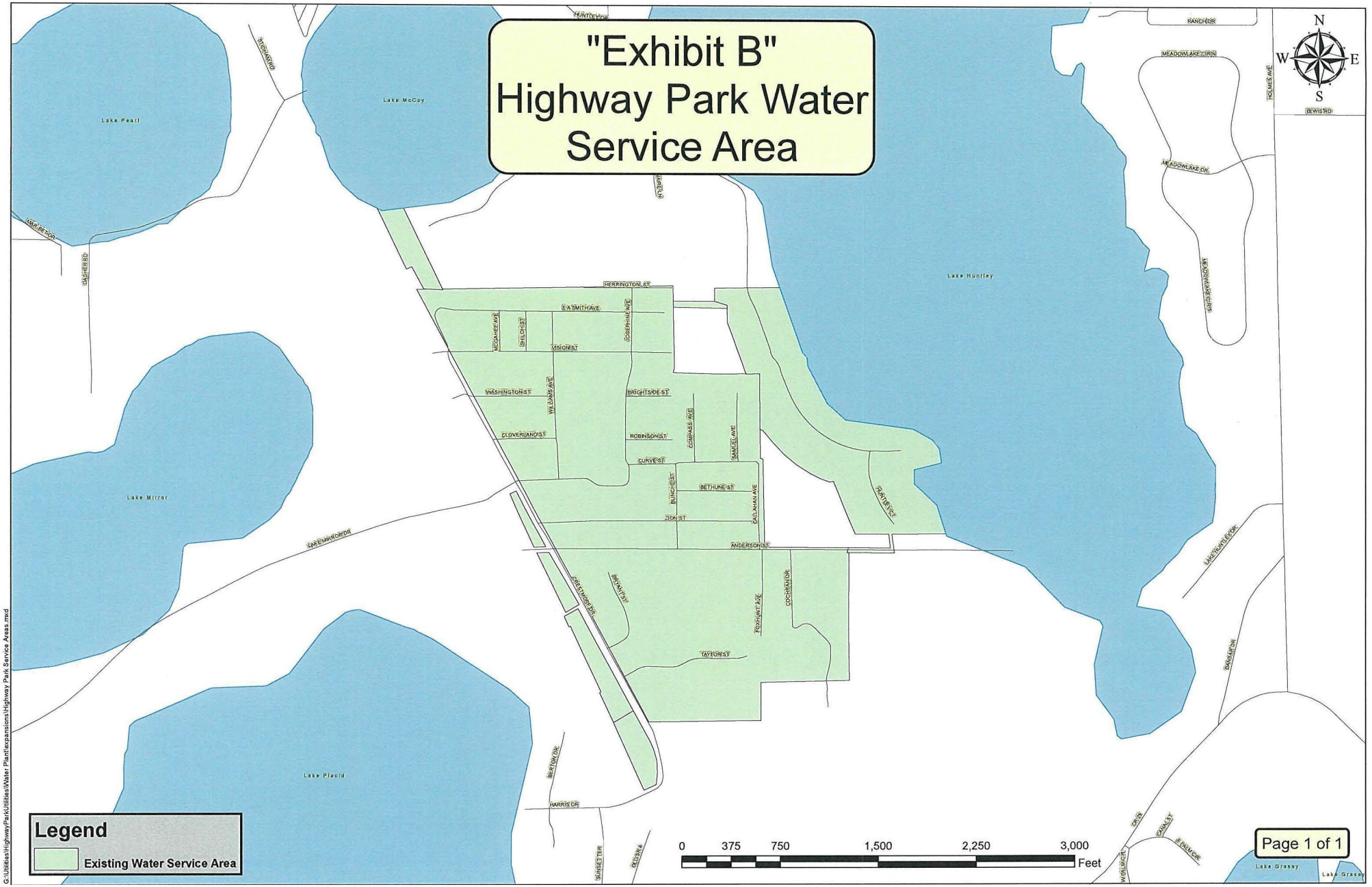
By: _____
Jack L. Richie, Chairman

Exhibit A: Placid Utilities.
Exhibit B: Highway Park Utility

BOARD OF COUNTY COMMISSIONERS SEAL


"Exhibit A"
Placid Utilities Water
Service Area
N
W
E
S
Lake Persimmon
Little Red Water
Lake Red Water
Lake Francis
Lake Apthorp
Lake Henry
Lake June
Lake Clay
Lake Richard
Legend
Existing Water Service Area
Other Non-County Systems
0
1,250
2,500
5,000
7,500
10,000
Feet
Page 1 of 2


"Exhibit A"
Placid Utilities Wastewater
Service Area
N
W
E
S
Lake Henry
Lake June
Lake Clay
CR 17 N
US 27 N
NOTRE DAME ST
DUKE ST
MIAMI DR
TEMPLE AVE
LAKE HENRY DR
GRANDVIEW PT
GRANDVIEW BLVD
BRENTWOOD DR N
BRENTWOOD DR S
CRESTVIEW TER
HEALTH WAY
TOMOKA BLVD S
ROSEWOOD DR N
ROSEWOOD DR S
ACACIA CT S
DIAMOND BAY DR
SW VISTA DR
LAKE JUNE RD
WATTERS DR
HENRIETTA PL
TIOGA LN
CHICKASAW ST
CHOCTAW ST
SUNSET POINTE DR
LAKE JUNE DR
WESLEY WAY
JOHN SMOAK RD
WALKER RD
ST JOHN ST
FRANKLIN ST
SCARLET OAK ST
SEQUOIA ST
BELLEFIELD AVE
LIVE OAK ST
EELLE FOREST ST
BELLE TOWER AVE
BEARWOODS AVE
SPRING LN
SUMMER RD
SPRING RD
PARK RD
KLONDIKE RD
RICKERT DR
N LAKEVIEW RD
LAGROW RD
LAKE BLUE DR
LAKE CLAY DR
MILLER RD
DRISCOLL DR
HILL RD
HIGHLANDS DR
S LAKEVIEW RD
Legend
Existing Wastewater Service Area
0
600
1,200
2,400
3,600
4,800
Feet
Page 2 of 2

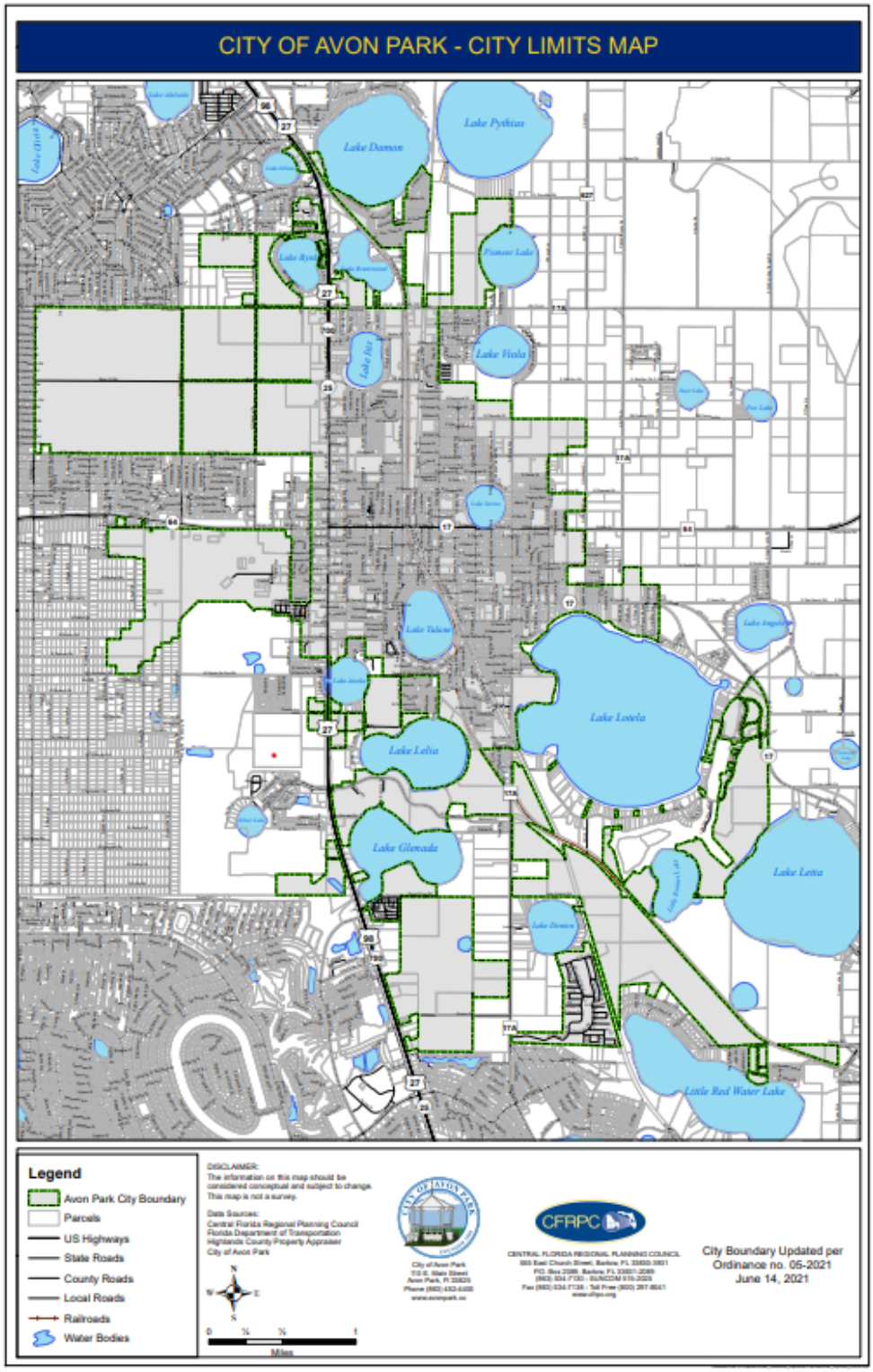

"Exhibit B"
Highway Park Water
Service Area
Lake Pearl
Lake McCoy
Lake Huntley
Lake Mirror
Lake Placid
Lake Grassy
HERRINGTON ST
E A SMITH AVE
WASHINGTON ST
BRIGHTSIDE ST
CLOVERLAND ST
ROBINSON ST
CURVE ST
BETHUNE ST
ZION ST
ANDERSON ST
TAYLOR ST
LAKE MIRROR DR
MEADOWLAKE DR
RANCH DR
HARRIS DR
Legend
Existing Water Service Area
0 375 750 1,500 2,250 3,000
Feet
Page 1 of 1
G:\Utilities\Highway\Park\Utilities\Water Plant\expansions\Highway Park Service Areas.mxd

APPENDIX B

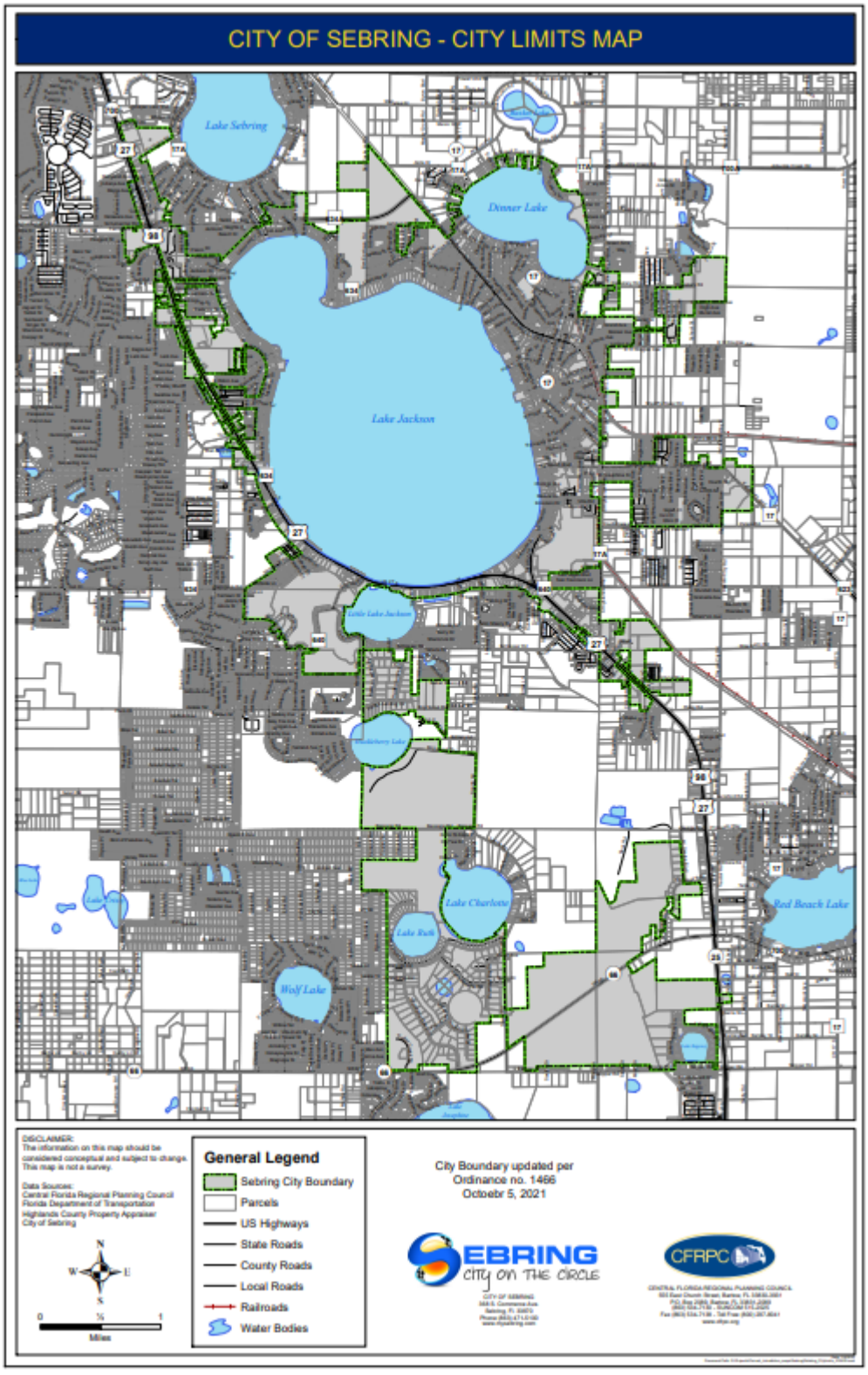
POTABLE WATER SYSTEMS SERVICE AREAS FOR

City of Avon Park
City of Sebring
Town of Lake Placid
Placid Lakes
Spring Lake Improvement District
Sun 'N Lake of Sebring Improvement District

MAP B-1

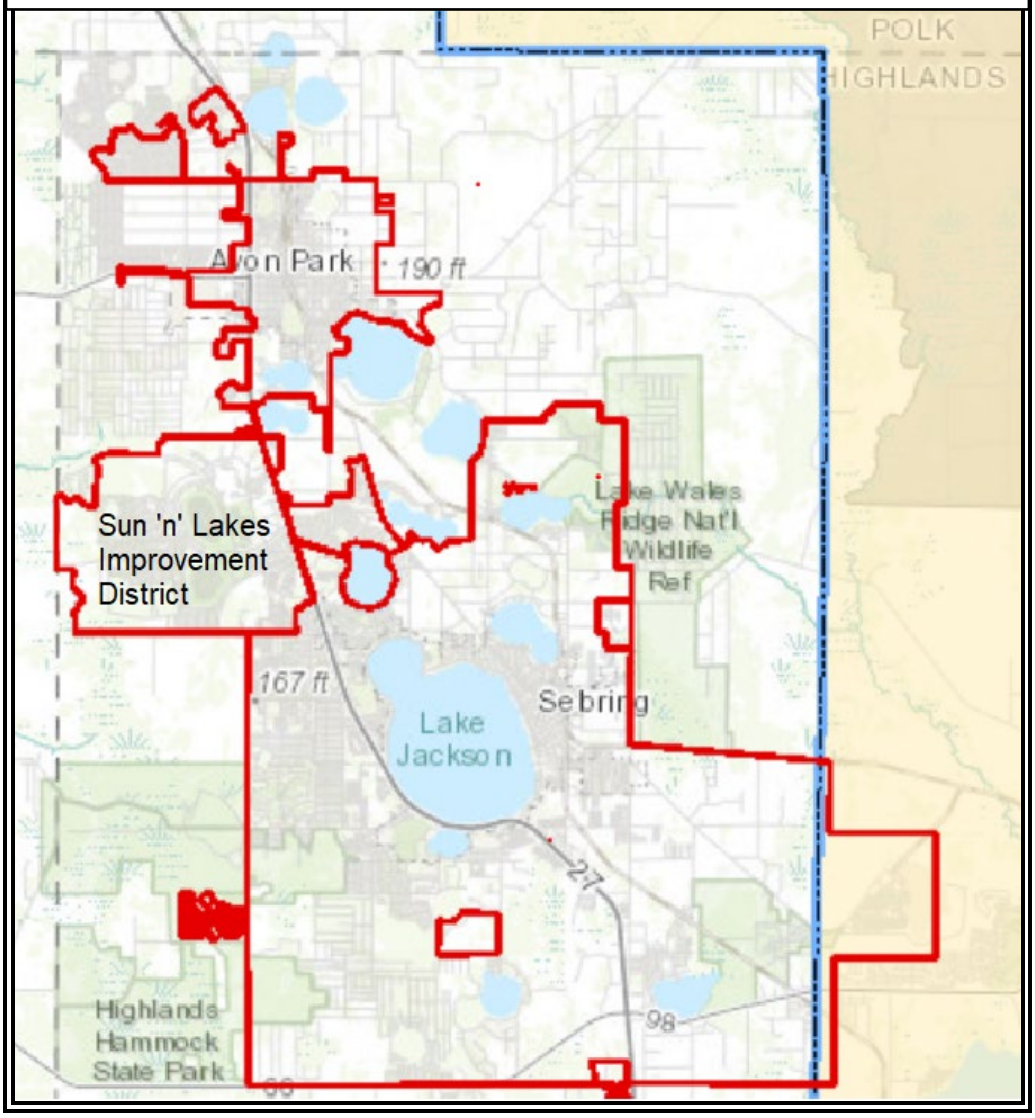

CITY OF AVON PARK - CITY LIMITS MAP
Lake Damon
Lake Pythias
Pioneer Lake
Lake Viola
Lake Tulane
Lake Lotela
Lake Lelia
Lake Glenada
Lake Letta
Little Red Water Lake
Legend
Avon Park City Boundary
Parcels
US Highways
State Roads
County Roads
Local Roads
Railroads
Water Bodies
DISCLAIMER:
The information on this map should be considered conceptual and subject to change. This map is not a survey.
Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
City of Avon Park
CFRPC
City Boundary Updated per Ordinance no. 05-2021 June 14, 2021

MAP B-2


CITY OF SEBRING - CITY LIMITS MAP
Lake Sebring
Dinner Lake
Lake Jackson
Little Lake Jackson
Blueberry Lake
Lake Charlotte
Lake Ruth
Red Beach Lake
Wolf Lake
DISCLAIMER:
The information on this map should be considered conceptual and subject to change. This map is not a survey.
Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
City of Sebring
N
W
E
S
0
½
1
Miles
General Legend
Sebring City Boundary
Parcels
US Highways
State Roads
County Roads
Local Roads
Railroads
Water Bodies
City Boundary updated per
Ordinance no. 1466
Octoebr 5, 2021
SEBRING
CITY ON THE CIRCLE
CFRPC

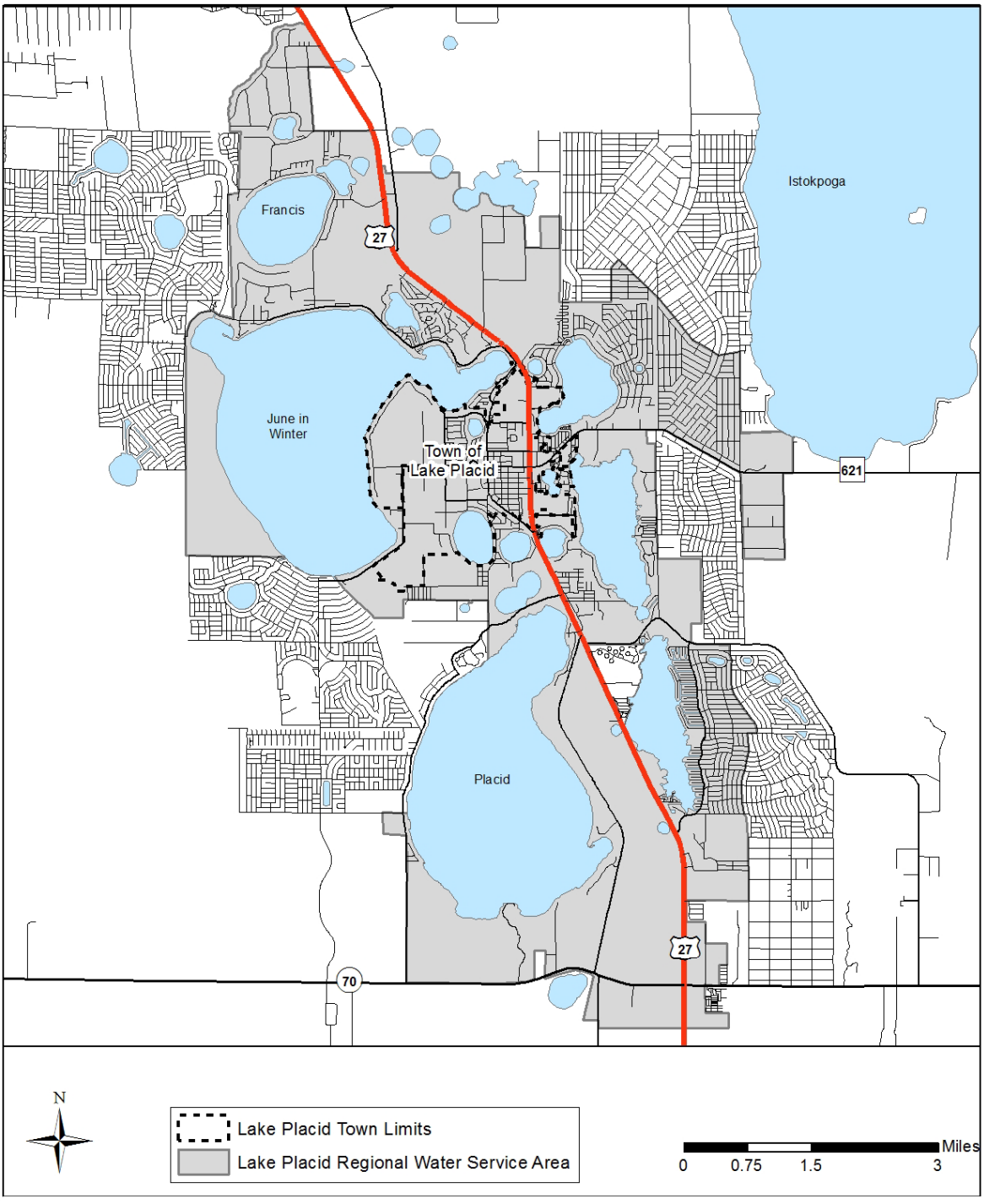
MAP B-3

Public Water Supply Service Areas
City of Avon Park
City of Sebring
Sun ‘n’ Lakes Improvement District



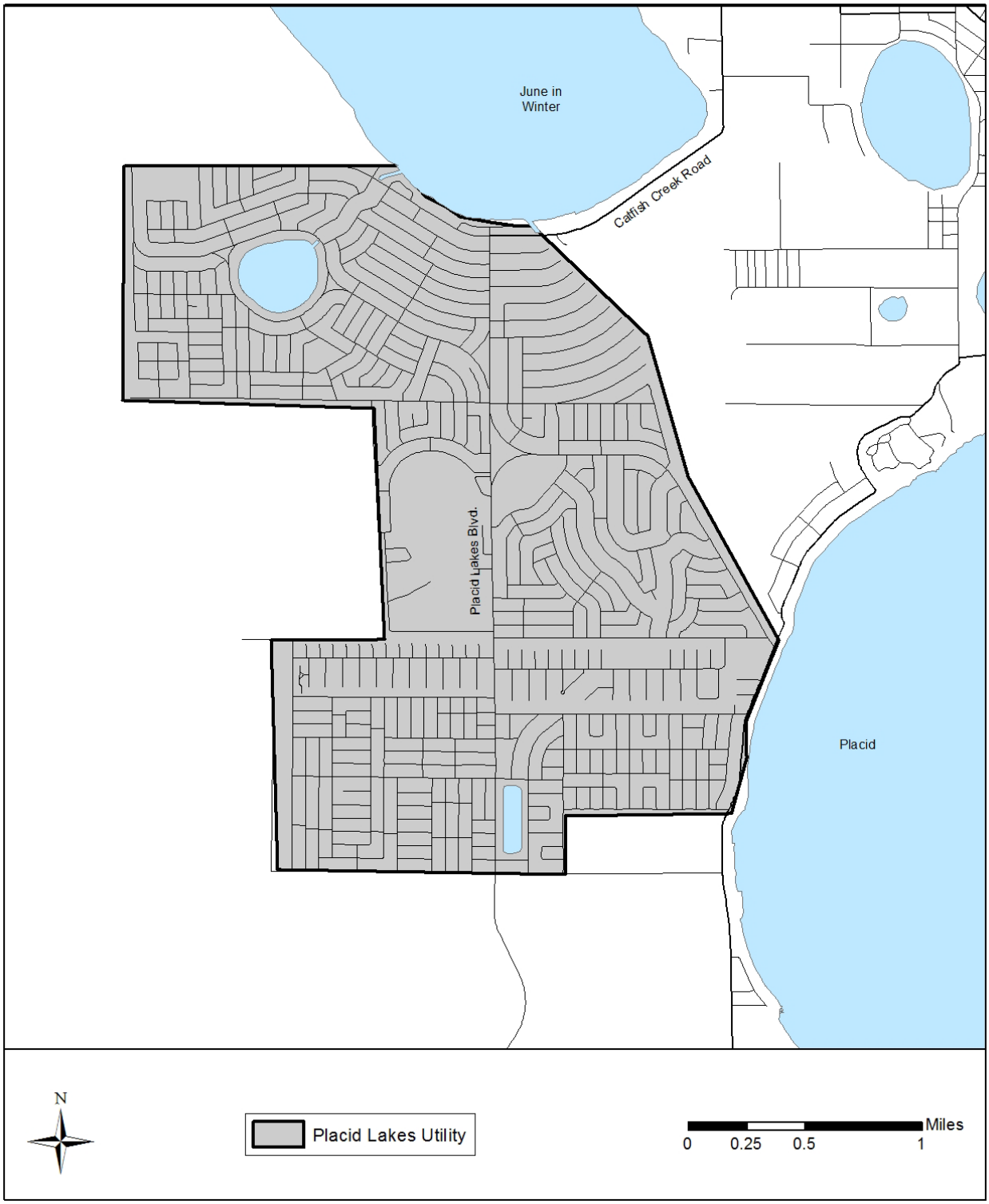
Source: Southwest Florida Water Management District, Public Water Supply Areas, 2021.

MAP B-4
Lake Placid Regional Utility - Potable Water System

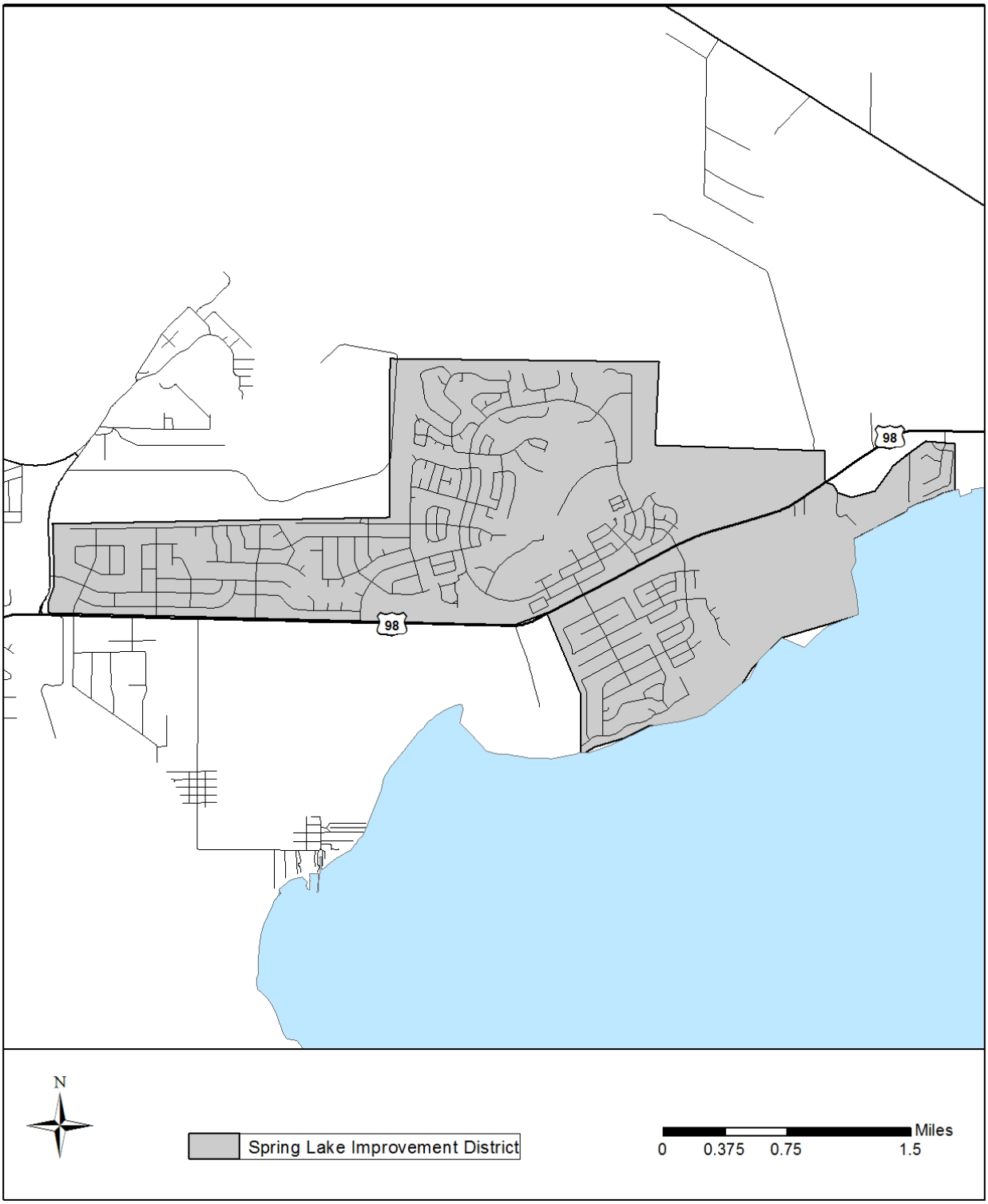


Source: Southwest Florida Water Management District, Public Water Supply Areas. 2021.

MAP B-5
Placid Lakes Utility - Potable Water System



MAP B-6
Spring Lake Improvement District - Water Supply Area



APPENDIX C

LETTERS OF CONFIRMATION ON

ADEQUATE SOURCES OF WATER AND FACILITIES FOR COMMUNITY TYPE SYSTEMS

Placid Lakes Utilities, Inc.

A DIVISION OF LAKE PLACID HOLDING CO.

410 Washington Blvd. NW
Lake Placid, Florida 33852

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

February 4, 2022

Merle H. Bishop, FAICP
Pennoni

Placid Lakes Utilities, Inc. has sufficient sources and the necessary infrastructure to serve 2,500 service connections. Currently, we have 2,144 service connections. Growth for the last six years averaged 33 new services. At that average rate, the utility has sufficient resources for the next 11 years.

Thank You

Nathan Brewer
Placid Lakes Utilities, Inc
410 Washington Blvd NW
Lake Placid, FL 33852
863-441-1090

SpringLake IMPROVEMENT DISTRICT

115 Spring Lake Boulevard • Sebring, Florida 33876-6143
Phone (863) 655-1715 • Fax (863) 655-4430
www.springlakefl.com

Pennoni Associates
Merle H Bishop, FAICP
401 Third Street SW
Winter Haven, Fl. 33880

December 3, 2021

Re: Highlands County Board of County Commissioners 10-Year Water Supply Plan

SPRING LAKE IMPROVEMENT DISTRICT (SLID) Water Supply Facilities Work Plan

The Spring Lake Improvement District (PWS: 5280266) water treatment facility design capacity is currently permitted at 999,999 gallons per day by the Department of Environmental Protection.

The South Florida Water Management District Permit (28-00122-W) states that maximum monthly allocation is not to exceed 14.39 MG and that the annual allocation shall not exceed 151.57 MG of ground water from the Floridan Aquifer system.

The district is in the process of building a new water treatment plant (WTP #2) on the northwest corner of the community to provide redundant/back-up water supply to the community.

SLID conducts annual water audits with the assistance of the Florida Rural Water Association. The total water withdrawn was 77,646,000 gallons as identified in the 2020-21 annual water audit.

Currently SLID has 1,618 connections serving an estimated 3,721 population. The projected growth is 1190 additional connections in the next 10 years. Therefore, 1190 connections X 2.3 people/unit = 2737 additional population. Projected 2737 population @ documented (56.05 Gallon per Day) Uniform Residential Per Capita usage equates to 153,409 gallons per day. Total projected 10-year additional water usage of 55,994,285 gallons per year.

Current usage	77,646,000 annual gallons
Projected usage	+ 55,994,285 annual gallons
Total 10-year projected demand	133,640,285
SFWMD Permit allocation	151,570,000

The Spring Lake Improvement District confirms that it has sufficient resources available to serve the district water system.

Sincerely,

Clay R. Shrum

Clay R. Shrum, Directior of Operations
Spring Lake Improvement District
115 Spring Lake Blvd.
Sebring, Florida
863-655-1715
863-443-1617 cell

Polston Engineering Inc.
CIVIL ENGINEERING CONSULTANTS

LAND PLANNING
SITE DESIGN
SOIL SCIENCE
ROAD DESIGN
WATER SYSTEM DESIGN
WASTE WATER DESIGN

P.O. BOX 588, SEBRING, FLORIDA 33871-0588 * (863) 385-5564 * FAX (863) 385-2462

February 23, 2022

Melony Culpepper
Highlands County Planning and Zoning Manager
501 S. Commerce Avenue
Sebring, FL 33870

Re: Update of Sun'n Lake of Sebring Improvement District
Potable Water Supply Capacities

Dear Melony,

In the capacity as the District Engineer for the Sun'n Lake of Sebring Improvement District, I am responding to your request via Merle Bishop of Pennoni Associates Inc. on November 4, 2021, requesting and update to information regarding the capacity of the Sun'n Lake of Sebring water treatment facilities. The original letter included information confirming that the Sun'n Lake of Sebring Improvement District potable water system has adequate sources and infrastructure to serve the projected demand for the subdivision. This letter will update data and provide analysis on the current potable water system.

The permitted capacity of the water treatment plant is 1.5 million gallons per day (mgd). The highest month flow since 2000 remains at 0.833 mgd (2016) and the average monthly flow over the period from 2000 to 2021 has been 0.634 mgd. The maximum daily flow for any one day since 2000 has been 1.314 mgd (2015) and the average of the maximum daily flows for each month over the period from 2000 to 2021 has been 0.852 mgd. I have included a historic/projected flow graph which shows that based on a linear projection of the historic information, the maximum day would reach the 1.5 mgd capacity of the plant in about 2039. This outlook has been extended since the last review in 2016. A linear projection of the maximum monthly average daily flows for any one year does not reach the 1.5 mgd capacity for many more years out. These estimates may change depending on the rates of growth within the district.

The existing wells at the plant have a capacity of approximately 2,600 gallons per minute which calculates to 1.872 mgd with the pumps running 12 hours per day. Of course more pump time would easily raise the capacity to 2.5 or 3.0 mgd. The Improvement District also has a well presently being used for golf course irrigation, which was constructed to public supply well specifications and would add 2,000 gallons per minute of capacity to the well supply system. This well or an additional well may be constructed to meet additional capacity demands.

The finished water pumping capacity is rated at 4,400 gallons per minute, which is well above 3.0 mgd in a 12 hour day. There is presently 500,000 gallons of finished water storage capacity which is sufficient for 2.0 mgd based on the 25% requirement by DEP. We designed and permitted a new 500,000 gallon ground water storage tank several years ago when everyone was anticipating growth would come back soon, but of course the jump in growth was delayed. Over the past two years, growth has increased to the point where planning for plant expansion in the near future may be required again. The new tank permit is now expired but the tank is designed and could easily be permitted again. Construction of that tank would bring the potential capacity of the plant up to 4.0 mgd based on the 25% storage to capacity standard. The chlorine and sequestrate facilities are sufficient for well above the present capacity, but could also be easily expanded if required.

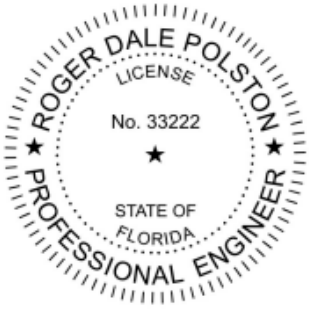
Over the past 5 years, the plant has had several improvements to the electric service, the control system, and the SCADA system. The district also has implemented a service contract to keep up with the maintenance and inspections of the existing water storage tanks. The valves and check valves within the plant were also completely replaced in 2021. These improvements have increased system reliability, redundancy, and helped with advanced notifications of potential issues within the plant.

It is my professional opinion that the Sun'n Lake of Sebring Improvement District's potable water system remains in good standing and is adequate for several years into the future. I believe the information also demonstrates that the water system could also easily be re-rated and/or expanded to provide additional capacity within a short period of time.

I hope this provides the information you needed. If you have any questions or need any additional information, please let me know.

Sincerely,

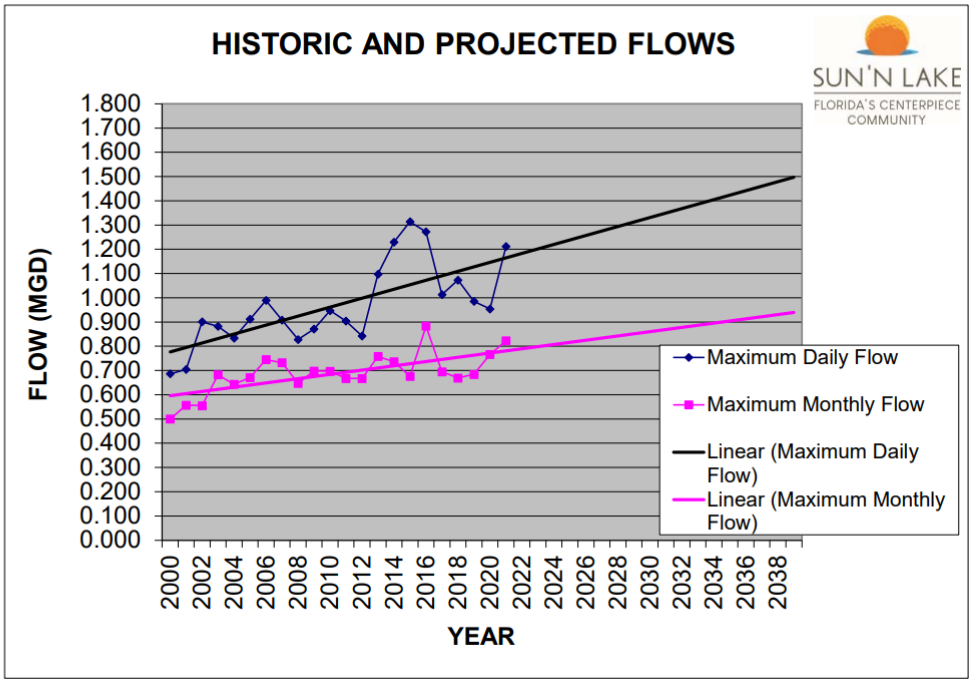
Roger Dale Polston, FL PE #33222
Polston Engineering, Inc. BPE CA #5684



This item has been electronically signed and sealed by Roger Dale Polston FL PE 33222 on the date adjacent to the seal using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.
2022.02.23 11:35:09 -05'00'

YEAR	MAXIMUM DAILY FLOW	MAXIMUM MONTHLY FLOW
1993		
1994		
1995		
1996		
1997		
1998		
1999		
2000	0.687	0.500
2001	0.704	0.557
2002	0.901	0.555
2003	0.882	0.683
2004	0.834	0.643
2005	0.912	0.671
2006	0.989	0.745
2007	0.908	0.732
2008	0.828	0.647
2009	0.871	0.698
2010	0.947	0.697
2011	0.904	0.667
2012	0.842	0.667
2013	1.098	0.758
2014	1.230	0.736
2015	1.314	0.676
2016	1.272	0.883
2017	1.013	0.695
2018	1.073	0.669
2019	0.985	0.684
2020	0.954	0.766
2021	1.212	0.823
2022		
2023		
2024		
2025		
2026		
2027		

PLANT CAPACITY IS 1.5 MGD



APPENDIX D

HIGHLANDS COUNTY

CAPITAL IMPROVEMENTS ELEMENT
SCHEDULE OF CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS ELEMENT

Table of Contents

OBJECTIVE 1:CAPITAL FINANCIAL STRATEGY (CFS) AND CAPITAL IMPROVEMENTS ELEMENT (CIE) FOR FACILITIES PLANNING D-1
OBJECTIVE 2: OFFSETS FOR DEVELOPMENT IMPACTS D-2
OBJECTIVE 3: CAPITAL IMPROVEMENTS TO SUPPORT GROWTH D-3
OBJECTIVE 4: GROWTH TIED TO FISCAL RESOURCES AND CONCURRENCY D-4
OBJECTIVE 5: CAPITAL IMPROVEMENTS PLANNING FOR PUBLIC SCHOOLS D-10
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APPENDIX A: IMPLEMENTATION PROCEDURES D-13
APPENDIX B: SCHEDULE OF CAPITAL IMPROVEMENTS D-25

GOAL: THE COUNTY SHALL PROVIDE ADEQUATE SERVICES AND FACILITIES IN A TIMELY AND EFFICIENT MANNER, WITHIN THE 2020 TO 2040 PLANNING PERIOD.

OBJECTIVE 1: CAPITAL FINANCIAL STRATEGY (CFS) AND CAPITAL IMPROVEMENTS ELEMENT (CIE) FOR FACILITIES PLANNING

The County shall utilize its Capital Improvements Element (CIE) and 10-Year Capital Financial Strategy (CFS) to provide needed facilities, including those related to growth, to correct existing deficiencies, and to provide for timely replacement.

Policy 1.1: Capital Improvements Budget

The County shall continue to adopt a capital budget as part of the annual budgeting process. The CIE and 5-Year Capital Improvements Schedule shall be reviewed on an annual basis and modified as necessary, consistent with s. 163.3177(3)(b). F.S. The 10-Year CFS shall be included as a reference and be located in the Technical Support Document of the adopted Comprehensive Plan.

Policy 1.2: Capital Equipment

Every County department shall continue to maintain a list and schedule of capital equipment and facilities showing each expected life and replacement date. The schedule is to be updated yearly and used to

identify equipment and facilities whose replacement date has been reached providing input to the CFS.

Policy 1.3: 10-Year Capital Improvements Planning

Where financially feasible, the County shall include in the CFS all capital improvements identified in the Comprehensive Plan as needed within the 10-year time frame of the CFS.

Policy 1.4: Reserved

Policy 1.5: Target Areas for Capital Projects

The County shall prioritize the CFS and CIE projects to provide new public services and facilities to existing developed areas with diminished or deficient infrastructure.

OBJECTIVE 2: OFFSETS FOR DEVELOPMENT IMPACTS

The County shall continue to examine methods to assure new development bears its proportional share of the cost of improvements necessary to offset the impacts it generates.

Policy 2.1: Impact Fee/Activity Fee for Parks

The County shall continue to examine impact fees or a fee system which may include activity or user fees to generate appropriate revenue to maintain desired levels of service.

Policy 2.2: New Development - To Pay Fair Share

The County, through its Land Development Regulations, shall not exact from new development more than its proportional share of the cost of improvements necessary to offset the impacts it generates.

In the event that two or more projects are under development review during the same review period for Comprehensive Plan Amendments, zoning changes or site plan approval, and the projects impact some or all of the same roadway links or intersections, a single traffic analysis shall take into account the impacts from all development under review.

The cost of the analysis shall be shared by the applicants, and the costs of any off-site transportation improvements shall be shared based on the proportion of the impacts generated by each development.

Policy 2.3: Growth Based on Availability of Infrastructure and Services

A public facility or service shall be determined as available for potable water, wastewater, solid waste, and drainage if it meets any of the conditions "A through D" below.

Park and Recreation services or facilities and roads shall be determined as available if any of the below conditions "A through E" are met.

A. The facility or service is in place to serve a proposed development when the County's development order, permit, or development agreement is approved.

B. The County's development order, permit, or development agreement is approved subject to the condition that the facility or service will be in place when the impacts of the proposed development occurs.

C. The facility or service is under construction or is financially committed within the first three years of the CFS when the County's development order, permit, or development agreement is approved.

D. The facility or service is the subject of a binding executed construction contract which provides for the commencement of the actual construction of the required facility or the provision of the required service within one year of issuance of the County's development order permit; and if for roads, within 3 years.

E. The facility or service is guaranteed by an enforceable Development Agreement which requires commencement of the actual construction of the facility or the provision of the service within one year of issuance of the County's development order or permit, and if for roads; within 3 years.

OBJECTIVE 3: CAPITAL IMPROVEMENTS TO SUPPORT GROWTH

The County shall manage its finances to ensure the provision of capital improvements for previously issued development orders, and future development and redevelopment.

Policy 3.1: Special Benefits District Option

The County shall continue to use the special districts to provide local improvements where possible.

Policy 3.2: Pursue Grant Revenue Option

The County shall attempt to maximize use of grants and other forms of assistance.

Policy 3.3: Pursue Other Revenue Options

The County shall actively seek out and develop supplemental, continuing revenue sources, such as enterprise funds.

Policy 3.4: Debt Management

The County shall continue to manage its debt to conform to the requirements of the Florida Constitution and State Statutes, including F.S. 200.181.

Policy 3.5: Transportation Review

Highlands County shall monitor the capacity consumed by existing and new developments and the capacity added by the roadway improvements on a network-wide basis.

It is the intent of the County to require improvements from new development that will ensure capacity consumed does not exceed capacity added on a facility and county-wide basis, and that new growth pays a proportionate share of the costs of new capacity added to the transportation network.

If capacity consumed exceeds the capacity added, the County shall develop revenue policies and additional revenue sources necessary to ensure that available capacity is not exceeded by capacity consumed.

Policy 3.6: The CIE has been amended to include the following policy by which Highlands County adopts by reference the Florida Department of Transportation Five-Year Work Program, into the County's CFS.

OBJECTIVE 4: GROWTH TIED TO FISCAL RESOURCES AND CONCURRENCY

Development orders and permit issuance shall be based upon the availability of facilities, the Land Development Regulations,

and the financial ability of the county to provide improvements as expressed in the CFS.

Policy 4.1: Concurrency Clearance

The County shall continue to use a "Concurrency Management System" (CMS) to ensure that facilities and service needed to support development are available concurrent with the impacts of such development.

Policy 4.2: Levels of Service Defined

The County shall utilize the following Level of Service standards (LOS) in assessing the ability of the County's infrastructure to support development:

Level of Service Categories as follows:

TRANSPORTATION

Functional Classification

Principal or Major Arterial	D
Minor Arterial	D
Major Collector	D
Minor Collector	D

DRAINAGE

Utilize the appropriate water management district's drainage procedures and methods to ensure that post-development run-off will not exceed pre-development run-off, for a minimum, a 25-year/24-hour storm event.

Best Management Practices shall be utilized to meet or exceed state water quality standards and the following minimum level of service standards.

SWFWMD LOS:	25-year/24-hour storm event (peak discharge; 25-year/24-hour)
SFWMD LOS:	25-year/24-hour storm event (peak discharge; 25-year/36-hour)

New Development: Refer to Infrastructure Policy 12.3

Existing Development: 10-year/24-hour storm event

WATER SUPPLY

Potable water supply capacity to provide the following:

R/V Park	75 gpcd
Mobile Home Park	100 gpcd
Single-Family Subdivision or Multi-Family Development	120 gpcd

A storage capacity, in combination with standby pumping capacity, of at least 50% of the maximum daily system demand. Minimum water pressure for fire flows will be 20 lbs. per square inch with minimum flow capacity as follows:

Residential:	500 gallons per minute
Commercial:	750 gallons per minute
Industrial:	1,000 gallons per minute

On the calculated fire flow rate based on a higher psi.

PARKS/RECREATION

Adequate recreation facilities to maintain a County-wide standard of

10 acres/1,000 population.

SOLID WASTE

County landfill capacity to collect and dispose of at least 5.21 pounds per person/day of solid waste inclusive of all land use categories.

WASTEWATER

Adequate wastewater capacity to treat the following:

R/V Park	75 gpcd
Mobile Home Park	100 gpcd
Single-Family or Multi-Family Development	120 gpcd

Policy 4.3: Focus Public Facilities and Services on Existing Needs:

Upon adoption, the focus of CFS funding will be to provide facilities and services to concentrated centers of population within the County based on existing needs and projected demand.

Policy 4.4: LOS Standards are Mandatory

The County shall continue to implement Land Development Regulations that require the denial of development permits which cause a reduction in LOS for public facilities and services below the LOS standards adopted within the Comprehensive Plan.

Policy 4.5: Impact Mitigation Options

All of the cost for provision and expansion of facilities and services should be the responsibility of those benefitting. Dedications, construction of improvements, impact fees, or other funding alternatives may be required.

Policy 4.6: Serve Developing Areas First

The County shall continue to act to discourage urban growth where existing or scheduled infrastructure, facilities, and services are inadequate to accommodate such growth.

The County shall implement this intent by adoption and amendment of a Future Land Use Map wherein the land use pattern corresponds to the availability and potential extension of infrastructure, facilities, and services.

In addition, the County shall establish, through the Land Development Regulations, criteria for the establishment of services and facilities in the Sustainable Community Overlays, specific neighborhoods and existing "rural village".

In order to further discourage public services and facilities in outlying or inaccessible areas, the CFS and CIE shall include priority criteria.

Policy 4.7: Development Order Finding

The provision and extension of public services and infrastructure shall be based primarily upon the CIE, and development orders and permits specifically conditioned on the availability of facilities and services necessary to serve the proposed development.

Policy 4.8: Capital Plans to Address Resource Impacts

The County shall ensure that community services and facilities are planned and designed to minimize cost, maximize efficiency, and avoid significant impacts on the natural environment by requiring conformance with natural resource protection criteria adopted into the Land Development Regulations.

Policy 4.9: Fiscal Impact Studies

A. All governmental decisions requiring the new expenditure of 2.5% of annual general revenue for any given undertaking of the County or public action which may have a significant bearing on the fiscal resources of the County or the business community shall be studied for their fiscal impacts, unless waived by the Board of County Commissioners (BOCC).

B. If the BOCC requests a Fiscal Impact Study for an existing or proposed regulation, and if from such Study it can be determined that significant negative impacts to the economy of the County will result, the BOCC shall schedule a public workshop to consider testimony from affected and interested parties about the economic or fiscal impact of the regulation. Prior to taking action at a public hearing, the BOCC shall make a finding in the public record that consideration was given to such testimony and served as a basis for the pending action.

Policy 4.10: Development Agreements:

It is the intent of Highlands County to secure a strong commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources and reduce the economic cost of development. The County may secure assurance of responsibility for provision of public services and facilities through an executed development agreement.

A. A development agreement shall, at a minimum, include the following:

1. A legal description of the land subject to the agreement, and the names of its legal and equitable owners;

2. The duration of the agreement;

3. The development uses permitted on the land, including population densities, and building intensities and height.

4. A description of the public facilities that will service the development, including who shall provide such facilities, if needed, when the facilities will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development;

5. A description of any reservation or dedication of land for public purposes;

6. A description of all local development permits approved for the development of the land;

7. A finding that the development permitted or proposed is consistent with the local government's Comprehensive Plan and Land Development Regulations;

8. A description of any conditions, terms, restrictions or other requirements determined to be necessary by the local government for the health, safety or welfare of its citizens; and

9. A statement indicating that the failure of the agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restriction.

B. A development agreement may stipulate the entire development, or any phase thereof be commenced or completed within a specified period of time.

C. The duration of the development agreement shall not exceed 10 years. It may be extended by mutual consent of the County and the developer, subject to a public hearing.

D. In accordance with Section 163.3235, Florida Statutes the County shall review land subject to a development agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the development agreement.

E. A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.

F. Within 14 days after the County enters into a development agreement, the County shall require recording of the agreement with the Highlands County Clerk. A copy of the recorded development agreement shall be submitted to the state land planning agency within 14 days after the agreement is recorded. A development agreement shall not be effective until it is properly recorded in the public records of Highlands County and until 30 days after having been received by the state land planning agency pursuant to this section. The burdens of the development agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

G. If state or federal laws are enacted after the execution of a development agreement which are applicable to and preclude the parties' compliance with the terms of a development agreement, such agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

H. Any party, any aggrieved or adversely affected person as defined in §163.3215(2), F.S., or the state land planning agency may file an action for injunctive relief in Highlands County Circuit Court to enforce the terms of a development agreement or to challenge compliance of the agreement with the provisions of §163.3220 - §163.3243, F.S.

OBJECTIVE 5: CAPITAL IMPROVEMENTS PLANNING FOR PUBLIC SCHOOLS

Ensure that existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools.

Policy 5.1: School District of Highlands County Financially Feasible Five-Year Capital Improvements Schedule

The CIE has been amended to include the following policy by which Highlands County adopts by reference the School District's Capital Improvements Schedule as included in its Five-Year District Facilities Work Program, into the County's CIE.

The School District Five Year District Facilities Work Program includes school capacity sufficient to meet anticipated student demands projected by the County, in consultation with the School Board's projections of student enrollment based on the adopted LOS standards for public schools.

Policy 5.2: Adopted Level of Service Standard for Highlands County Public Schools

The LOS of school enrollment is defined as a percentage of school student capacity based upon the Florida Inventory of School Houses (FISH).

The LOS standard is the maximum level of school utilization that will be permitted in the Highlands County School District.

The LOS shall be established for all school types within the Highlands County School District as: 100% of permanent FISH capacity**.**

Policy 5.3: Annual Updates to the Capital Financial Strategy for Public School Facilities

The County, shall annually update its tracking of public school facilities capital improvements in coordination with the School Board and municipalities by using the adopted School District Five-Year District Facilities Work Program including the School District of Highlands County Capital Improvements Schedule to ensure maintenance of a financially feasible capital improvements schedule and to ensure that LOS standards will continue to be achieved and maintained during the five (5) year planning period.

Annual Program amendments shall include the addition of a new fifth year to the School District Five-Year District Facilities Work Program, updating of the School District of Highlands County Capital Improvements Schedule, coordinating the School District Five-Year District Facilities Work Program with the plans for other local governments, and, as necessary, updates to the Concurrency Service Area maps. The annual Program amendments shall ensure that the School District of Highlands County Capital Improvements Schedule continues to be financially feasible and that the LOS standards will continue to be achieved and maintained.

OBJECTIVE 6: FUNDING SOURCES AND FACILITIES PROVISION

Support supplemental and alternative sources for school capital funding.

Policy 6.1: Alternative Funding Strategies

Highlands County shall encourage the School Board of Highlands County to research and utilize alternative funding for school capital needs, including, but not limited to, capacity enhancement agreements, educational benefit units, and Community Development Districts.

Policy 6.2: Public/Private Partnerships

Highlands County shall coordinate with the School Board of Highlands County to encourage the private sector to identify and implement creative solutions, such as joint use facilities and alternative design, as well as requiring land dedication and requiring adequate school facilities in residential developments.

Policy 6.3: Support for Creative Partnerships

Highlands County shall support the School Board of Highlands County by giving priority consideration for development approvals when property owners provide donation of site(s), reservation or sale of school sites at pre-development prices, construction of new facilities or renovations to existing facilities, and providing transportation alternatives.

APPENDIX A

Capital Improvements Element

Implementation Procedures

A. Overview

B. Concurrency Management System

C. Concurrency - Assessment of Elements

D. Administrative Rules for Concurrency Clearance

E. Schedule of Capital Improvements

SECTION - A

OVERVIEW

IMPLEMENTATION OF CAPITAL IMPROVEMENTS ELEMENT

Highlands County presently employs a ten-year capital improvements program as an integral portion of its annual budgeting process. Thus, the recommendations within the CIE should be incorporated into the budget review process for the affected fiscal year.

As a part of this process, County staff will examine the implementation measures called for by the Plan, assess their fiscal impacts, and advise the Board of County Commissioners on the following:

- Updating, based on changes in expected population, revenue sources, unanticipated expenses, and completion of scheduled projects.
- Consistency, both internal and to other comprehensive Plan elements.
- Project prioritizing.
- Means of meeting deficiencies, if any exist.
- The effectiveness and fairness of the County's impact fee system, if such a system is adopted.
- The progress of the County in securing financing and other assistance from other agencies to carry out the County's plan.
- The progress of the private development community in meeting the requirements expressed within the Comprehensive Plan elements.
- The County's ability to maintain adopted level of service standards.
- The progress of the County in meeting its commitments within the Comprehensive Plan.
- The effectiveness of the County's concurrency management system in promoting growth management within the County.
- The progress of the County in directing growth to areas of higher levels of services and facilities.

- The progress of the County in implementing intergovernmental coordination with other governmental agencies providing facilities and services within the County.

SECTION - B

OVERVIEW

CONCURRENCY MANAGEMENT SYSTEM

The County's Concurrency Management System will provide the means for evaluating proposed development orders to ensure that the level of service standards adopted within the County's Comprehensive Plan are maintained, and that public facilities and services needed to support development are available concurrent with the impacts of such development. In addition, the system will:

1. Include guidelines for interpreting and applying LOS standards to applications for development orders and permits, and for determining at what point in the process the test for concurrency must be met;

2. Indicate how the County will assess the demand placed on public facilities as well as the capacity of public facilities;

3. The means by which the County will monitor changes in the capacity of public facilities and LOS provided by the facilities; and,

4. Indicate that the County will reserve capacity in the public facilities necessary to serve proposed developments following approval of a development order, and such development order will include a time limit during which construction must commence, or the reserve capacity will be forfeited.

In order to ensure that all public facilities included within the County's Concurrency Management System are available concurrent with the impacts of development, a finding of level of service concurrency compliance shall be determined by the County during or before the final site plan, final subdivision plan, or building permit approval process. All development orders and permits will specify any needed improvements, and a schedule for their implementation, including any conditions that require public facility improvements be in place concurrent with the impacts of the proposed development. If a development proposal cannot meet the test for concurrency, or fails to meet a condition of approval once it has commenced, then no additional development orders, permits, or Certificates of Occupancy may be issued. Where concurrency approval precedes final development order issuance, the County will enforce a schedule leading to final development order, and should the applicant fail to meet the schedule, the concurrency permit shall be deemed expired.

The County's land development regulations will specifically list the application requirements for development orders and permits that reflect the informational needs for the determination of concurrency, and application forms shall be developed accordingly.

The County Engineer shall administer the provision of the section and shall develop rules, forms, applications and fees, as may be required to implement the Concurrency Management System. In concert, the County's Planning, Zoning and Building Departments will be responsible in supporting the County Engineer for the following:

1. Maintaining an inventory of existing public facilities and capacities or deficiencies;

2. Determining concurrency of proposed development;

3. Cumulative record of the level of service allocation permitted by the approval of final development orders (or other development orders, if reservation of capacity is appropriate) for each referenced public facility; and,

4. Yearly reporting the status of all public facilities covered under this system to the BOCC and Local Planning Agency, and recommending a schedule of improvements for those public facilities found to have existing deficiencies, or anticipated to have deficiencies in the near future.

CAPACITY AND LEVEL OF SERVICE INVENTORY

The County will collect, and make available to the public, information on the public facilities which have been assigned an LOS in the County's Comprehensive Plan. This information shall be available, in sufficient time for the Local Planning Agency and BOCC to include their input to the County's yearly budgeting process and updated each year.

INFORMATION BASE FOR CONCURRENCY MANAGEMENT

The County shall maintain the inventories necessary for the concurrency assessment of new development which should include the following inventories:

TRAFFIC CIRCULATION

1. The existing level of service measured by the average annual number of trips per day on a roadway link, and the peak hour trips as provided in the latest counts, taken by the County or the Florida Department of Transportation;

2. The adopted level of service standards for all roadway types;

3. The existing capacities or deficiencies of the roadway network;

4. The capacities reserved for approved but unbuilt development;

5. The projected capacities or deficiencies due to approved but unbuilt development;

6. The improvements to be made to the roadway network in the current fiscal year and future years by any approved developments, pursuant to previous development orders, and the impact of such improvements on the existing capacities or deficiencies; and,

7. The improvements to be made to the roadway network in the current fiscal year and future years by the County, the State of Florida Department of Transportation, or other public agency, and the impact of such improvements on the existing capacities or deficiencies.

CENTRAL WASTEWATER

1. The design and permitted capacity of the wastewater treatment facilities;

2. The current demand on the wastewater treatment facilities, including: the existing level of service standards, average month daily flow, peak month average daily flow, peak hour flow, the total number of persons within the service area, and equivalent dwelling unit ratios for non-residential use;

3. The adopted level of service standard for average daily flows per equivalent residential unit;

4. The existing deficiencies of the system, including estimates of infiltration rates;

5. The capacities reserved for approved but un-built development;

6. The projected capacities or deficiencies due to approved but un-built development;

7. The improvements to be made to the facility in the current fiscal year by any approved developments, pursuant to previous development orders, and the impact of such improvements on the existing capacities or deficiencies; and,

8. The improvements to be made to the facility in the current fiscal year by the system's owner/operator, and the impacts of such improvements on the existing capacities or deficiencies.

POTABLE WATER

1. The design and permitted capacity of potable water treatment facilities;

2. The current demand on potable water treatment facilities, including: the existing level of service, average number of gallons per day pumped, treated and sold to consumers per average month, peak month and peak hour, and the total number of persons within the service area and equivalent dwelling unit ratio for non-residential use;

3. The existing potable water storage capabilities of the water system;

4. The existing minimum water pressure;

5. The adopted level of service standards for the potable water facility components;

6. The existing capacities or deficiencies of the system;

7. The capacities reserved for approved but un-built development;

8. The improvements to be made to the facility in the current fiscal year by any approved developments, pursuant to previous development orders, and the impact of such improvements on the existing capacities or deficiencies; and,

9. The improvements to be made to the facility in the current fiscal year by the system's owner/operator, and the impact of such improvements on the existing capacities or deficiencies.

SOLID WASTE DISPOSAL

1. The design capacity of solid waste disposal facilities;

2. The existing level of service measured by the number of persons served;

3. The adopted level of service standard for solid waste; the capacities reserved for approved but unbuilt development;

4. The projected capacities or deficiencies due to approved but unbuilt development; and,

5. The improvements to be made to the system in the current fiscal year and future years by any approved developments, pursuant to the previous development orders, and the impact of such improvements on the existing capacities or deficiencies.

STORMWATER DRAINAGE

1. The existing level of service measured by storm event as required by the appropriate (South or Southwest Florida Water Management) district; and,

2. The adopted level of service standard for storm drainage.

RECREATION AND OPEN SPACE

1. The existing acreage of park land as defined in the Recreation and Open Space Element of this plan;

2. The existing level of service measured by the number of acres of park land available per 1,000 residents of the County, based on an inventory of park lands in the County and the population of the County;

3. The existing capacities or deficiencies of the recreation facility system;

4. The capacities reserved for approved but un-built development;

5. The projected capacities or deficiencies as a result of approved but un-built development;

6. The improvements to be made to the park system in the current fiscal year and future years by any approved developments, pursuant to previous development orders, and the impact of such improvements on the existing capacities or deficiencies; and,

7. The improvements to be made to the park system in the current fiscal year and future years by the County or other public agencies, and the impact of such improvements on the existing capacities or deficiencies.

SECTION - C

CONCURRENCY ASSESSMENT PARAGRAPH

The County Administrator or his/her designee(s) will be responsible for determining concurrency for all applications for development orders for final site plans and/or final subdivision plans, and for earlier concurrency determinations where this has been requested by the applicant. When reviewing applications for such development orders, the departments shall perform a concurrency assessment to ensure that public facilities are available concurrent with the impact of the proposed development. To conduct the assessment, the previous inventory shall be used as a base for the establishment of existing conditions. The capability of existing public facilities to service new development shall then be determined by using the concurrency assessment. Finally, a determination of concurrency shall be made. Such determination may include conditions of approval which are deemed necessary for concurrency to be ensured.

A public facility or service shall be determined as available for potable water, sanitary sewer, solid waste, and drainage if it meets any of the conditions "1 through 4" below. Park and recreation services or facilities and roads shall be determined as available if any of the below conditions "1 through 5" are met.

1. The facility or service is in place to serve a proposed development when the County's development order, permit, or development agreement is approved.

2. The County's development order, permit, or development agreement is approved subject to the condition that the facility or service will be in place when the impacts of the proposed development occurs.

3. The facility or service is under construction when the County's development order, permit, or development agreement is approved.

4. The facility or service is the subject of a binding executed construction contract which provides for the commencement of the actual construction of the required facility or the provision of the required service within one year of issuance of the County's development order permit.

5. The facility or service is guaranteed by an enforceable Development Agreement which requires commencement of the actual construction of the facility or the provision of the service within one year of issuance of the County's development order or permit.

The adopted level of service standards shall be the acceptable standards with which all proposed new development shall comply.

FACILITIES REPORTING

The County Administrator or his/her designee(s) shall report the information base to the Local Planning Agency and Board of County Commissioners. The report shall also include the degree of any deficiencies, and a summary of the impacts the deficiency(s) will have on the approval of development orders. The Development Services Director and County Engineer shall then recommend a schedule of improvements necessary to prevent reduction in the County's adopted LOS

SECTION - D

ADMINISTRATIVE RULES FOR CONCURRENCY CLEARANCE

EXISTING DEFICIENCIES

No development shall be approved which will impact a facility which is currently deficient unless the facility is required to be improved in the current fiscal year pursuant to a previous development order or permit. Any needed improvements shall be completed prior to the projected impacts of the proposed development.

APPROVED IMPACTS

The impacts of new development shall be assessed against the existing conditions as described previously, and the projected impacts from approved but un-built development. These two items together shall be considered the existing conditions for all public facilities for the impact assessment of all proposed development.

PHASING

Development that is proposed to be phased may also phase the improvement of facilities, provided the concurrency requirements for each phasing schedule are met.

TIME SPECIFIC APPROVAL

All development approvals shall have a time period specified in the development order or permit in which development must commence. The time period may involve two or more phases, but the timing of each phase shall be specified in the development order or permit.

Any required improvements shall also require a time period for construction and completion. Should development or facilities improvements fail to begin or be completed in accordance with the development order or permit, all outstanding approvals of the development shall expire. Amendments to time schedules shall be permitted, but must be approved by the department granting the original approval.

ADDITIONAL INFORMATION

The appropriate department may require additional information from applicants or other County departments in order for an accurate assessment to be conducted. Such additional informational requests shall be provided in writing to the appropriate department.

Should the appropriate department require a special study (such as traffic counts on a road that is not regularly monitored), the applicant shall provide such information. Review and approval of proposed development may be postponed for a reasonable time period in order that more information may be gathered on a facility. Proposed development may be denied approval for failure of the applicant to provide adequate information on the projected impacts created by the development for County review of LOS concurrency compliance.

APPEALS

Appeals of the appropriate department official's denial of a concurrency permit will be to the Board of County Commissioners who shall take evidence and either approve, deny, or approve with conditions the application for a concurrency permit. In so doing, the Board of County Commissioners shall make the following findings:

1. The impacts created by the proposed development;

2. Whether the public facilities covered under the Concurrency Management System will be available concurrent with the impacts of new development at the adopted level;

3. Those facility(s) improvements or additions that are required to ensure the finding of concurrency; and,

4. The entity responsible for the design and installation of all required facility(s) improvements or additions.

Capital Improvements Element

APPENDIX B

Schedule of Capital Improvements

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
EXPENSES FY 20/21 THRU FY 24/25

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	5-YR TOTAL
LOS: PARKS AND RECREATION											
RPAC Improvements	Funding is needed to provide recreational improvements and recreational facilities for County residence.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 250,000	$ 300,000	$ 306,000	$ 312,120	$ 318,362	$ 1,486,482
Playground Systems	Replace one playground system that is aged and shows signs of safety concerns among other issues. Install a playground system at the Sports complex.	IMPROVEMENTS	Infrastructure Surtax	HL Bishop/Sports Complex	High	$ 60,608	$ 81,372	$ -	$ -	$ -	$ 141,980
Parks and Facilities Equipment	Replacement of Parks and Recreation equipment necessary for the continued maintenance of the parks inventory	MAINTENANCE	Infrastructure Surtax	County-wide	High	$ 110,208	$ 110,000	$ 112,200	$ 114,444	$ 116,733	$ 563,585
Total						$ 420,816	$ 491,372	$ 418,200	$ 426,564	$ 435,095	$ 2,192,047
LOS: POTABLE WATER											
LOS: POTABLE WATER											
Total											
LOS: TRANSPORTATION/PUBLIC WORKS											
Engineering Traffic Ops Equipment	Replace aging equipment	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 135,000	$ 150,000	$ 153,000	$ 156,060	$ 159,181	$ 753,241
Road and Bridge Equipment	Replace aging equipment	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 1,080,000	$ 1,200,000	$ 1,224,000	$ 1,248,480	$ 1,273,450	$ 6,025,930
Road Resurfacing	Resurfacing projects for 'poor' roads within the County reduce the need to reconstruct and substantially reduce maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 2,430,000	$ 2,700,000	$ 2,754,000	$ 2,809,080	$ 2,865,262	$ 13,558,342
Long Line Striping Truck	Purchase a Long Line Paint Striping truck for pavement marking application of new roads.	IMPROVEMENTS	Gas Tax	County-wide	High	$ 320,000	$ -	$ -	$ -	$ -	$ 320,000
Road Reconstruction	Reconstruction projects for repair of roads in the County return the roadways to satisfactory condition reducing maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 630,000	$ 700,000	$ 714,000	$ 728,280	$ 742,846	$ 3,515,126
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA. Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Infrastructure Surtax; Other (Fund 110)-City of Sebring Maintenance %	Sebring Area	High	$ 225,418	$ 229,926	$ 234,525	$ 239,215	$ 244,000	$ 1,173,084
ADA Transition Plan 20/21	Annual funding to address specific improvements to facilities in order to meet the accessibility requirements of the Americans with Disabilities Act.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 62,100.00	$ 69,000.00	$ 70,380.00	$ 71,788.00	$ 73,223.00	$ 346,491.00
TOSIP (Signals/Signs)	Refresh roadway pavement markings on a rotational basis to meet retroreflectivity requirements.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ -	$ 84,500	$ 86,190	$ 87,914	$ 89,672	$ 348,276
Traffic Operations Building	Construction of a new building for Traffic Operations, including new office furnishings.	IMPROVEMENTS	Infrastructure Surtax	Kenilworth Blvd	High	$ 400,000	$ 300,000	$ 60,000	$ -	$ -	$ 760,000
Memorial Drive from Pompano Drive to Parkway	Construction of 7,304 feet of concrete sidewalks on the west side of Memorial Drive from Pompano Drive to the Sebring Parkway for greater connectivity to schools and other multi-use paths.	IMPROVEMENTS	Grants (Federal, State, and Local)	Memorial Drive	High	$ -	$ 1,361,456	$ -	$ -	$ -	$ 1,361,456

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
EXPENSES FY 20/21 THRU FY 24/25

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	5-YR TOTAL
Daffodil Extension Project	Construct an extension of 5,550' of Daffodil Street from Lake Crews Ave south and connect to Catfish Creek Road for emergency services and residents.	IMPROVEMENTS	Grants	Lake Placid	High	$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000
Total						$ 5,282,518	$ 7,094,882	$ 5,596,095	$ 5,340,817	$ 5,447,634	$ 28,761,946
LOS: SCHOOLS											
See School District Work Program											
Total											
LOS: SOLID WASTE											
Purchase of Caterpillar 950 M Type Landfill Wheel Loader	Purchase of Caterpillar 950 M Type Landfill Wheel Loader to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 390,000	$ -	$ -	$ -	$ -	$ 390,000
Purchase of Caterpillar D8 Type Landfill Crawler Dozer	Purchase of a Caterpillar D8 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 1,125,000	$ -	$ -	$ -	$ -	$ 1,125,000
Purchase of Caterpillar D6 Type Landfill Crawler Dozer	Purchase of Caterpillar D6 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 665,000	$ -	$ -	$ -	$ -	$ 665,000
Total						$ 2,180,000	$ -	$ -	$ -	$ -	$ 2,180,000
LOS: STORMWATER/DRAINAGE											
Sebring Watershed Management Plan (WMP) Update	Complete the WMP for the Sebring Watershed in Highlands County, including stormwater LOS analysis	IMPROVEMENTS	Other	Sebring Watershed	High	$ 43,750	$ -	$ -	$ -	$ -	$ 43,750
Drainage Improvements Project	Drainage improvements on Thunderbird Road to increase stormwater conveyance and decrease the likelihood of flooding.	CRITICAL REPAIRS	Infrastructure Surtax	Thunderbird Rd	High	$ 50,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 450,000
Weed Control Equipment	Replace aging equipment to provide adequate maintenance along county maintained ditches and drainaige canals.	CRITICAL REPAIRS	Infrastructure Surtax	County-Wide	High	$ 85,000	$ -	$ -	$ -	$ -	$ 85,000
Total						$ 178,750	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 578,750
LOS: WASTEWATER											
LOS: WASTEWATER											
Total											
TOTAL LOS EXPENSES						$ 8,062,084	$ 7,686,254	$ 6,114,295	$ 5,867,381	$ 5,982,729	$ 33,712,743

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
REVENUE FY 20/21 THRU FY 24/25

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	5-YR TOTAL
INFRASTRUCTURE SURTAX/LOCAL OPTION SALES TAX											
RPAC Improvements	Funding is needed to provide recreational improvements and recreational facilities for County residence.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 250,000	$ 300,000	$ 306,000	$ 312,120	$ 318,362	$ 1,486,482
Playground Systems	Replace one playground system that is aged and shows signs of safety concerns among other issues. Install a playground system at the Sports complex.	IMPROVEMENTS	Infrastructure Surtax	HL Bishop/Sports Complex	High	$ 60,608	$ 81,372	$ -	$ -	$ -	$ 141,980
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Engineering Traffic Ops Equipment	Replace aging equipment	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 135,000	$ 150,000	$ 153,000	$ 156,060	$ 159,181	$ 753,241
Road and Bridge Equipment	Replace aging equipment	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 1,080,000	$ 1,200,000	$ 1,224,000	$ 1,248,480	$ 1,273,450	$ 6,025,930
Road Resurfacing	Resurfacing projects for 'poor' roads within the County reduce the need to reconstruct and substantially reduce maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 2,430,000	$ 2,700,000	$ 2,754,000	$ 2,809,080	$ 2,865,262	$ 13,558,342
Road Reconstruction	Reconstruction projects for repair of roads in the County return the roadways to satisfactory condition reducing maintenance cost.	CRITICAL REPAIRS	Infrastructure Surtax	County-wide	High	$ 630,000	$ 700,000	$ 714,000	$ 728,280	$ 742,846	$ 3,515,126
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ADA Transition Plan 20/21	Annual funding to address specific improvements to facilities in order to meet the accessibility requirements of the Americans with Disabilities Act.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ 62,100	$ 69,000	$ 70,380	$ 71,788	$ 73,223	$ 346,491
TOSIP (Signals/Signs)	Refresh roadway pavement markings on a rotational basis to meet retroreflectivity requirements.	IMPROVEMENTS	Infrastructure Surtax	County-wide	High	$ -	$ 84,500	$ 86,190	$ 87,914	$ 89,672	$ 348,276
Traffic Operations Building	Construction of a new building for Traffic Operations, including new office furnishings.	IMPROVEMENTS	Infrastructure Surtax	Kenilworth Blvd	High	$ 400,000	$ 300,000	$ 60,000	$ -	$ -	$ 760,000
Drainage Improvements Project	Drainage improvements on Thunderbird Road to increase stormwater conveyance and decrease the likelihood of flooding.	CRITICAL REPAIRS	Infrastructure Surtax	Thunderbird Rd	High	$ 50,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 450,000
Weed Control Equipment	Replace aging equipment to provide adequate maintenance along county maintained ditches and drainaige canals.	CRITICAL REPAIRS	Infrastructure Surtax	County-Wide	High	$ 85,000	$ -	$ -	$ -	$ -	$ 85,000
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA. Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Infrastructure Surtax	Sebring Area	High	$ 81,474	$ 81,474	$ 81,474	$ 81,474	$ 81,474	$ 407,370
Total						$ 5,599,808	$ 6,106,272	$ 5,895,769	$ 5,948,855	$ 6,064,203	$ 29,614,907
OTHER COUNTY FUNDING											
Purchase of Caterpillar 950 M Type Landfill Wheel Loader	Purchase of Caterpillar 950 M Type Landfill Wheel Loader to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 390,000	$ -	$ -	$ -	$ -	$ 390,000

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
REVENUE FY 20/21 THRU FY 24/25

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	5-YR TOTAL
Purchase of Caterpillar D8 Type Landfill Crawler Dozer	Purchase of a Caterpillar D8 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 1,125,000	$ -	$ -	$ -	$ -	$ 1,125,000
Purchase of Caterpillar D6 Type Landfill Crawler Dozer	Purchase of Caterpillar D6 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 665,000	$ -	$ -	$ -	$ -	$ 665,000
Sebring Watershed Management Plan (WMP) Update	Complete the WMP for the Sebring Watershed in Highlands County, including stormwater LOS analysis	IMPROVEMENTS	Other	Sebring Watershed	High	$ 43,750	$ -	$ -	$ -	$ -	$ 43,750
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA. Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	Other (Fund 110)	Sebring Area	High	$ 71,972	$ 74,226	$ 76,525	$ 78,871	$ 81,263	$ 382,857
Purchase of Caterpillar 950 M Type Landfill Wheel Loader	Purchase of Caterpillar 950 M Type Landfill Wheel Loader to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 390,000	$ -	$ -	$ -	$ -	$ 390,000
Purchase of Caterpillar D8 Type Landfill Crawler Dozer	Purchase of a Caterpillar D8 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 1,125,000	$ -	$ -	$ -	$ -	$ 1,125,000
Purchase of Caterpillar D6 Type Landfill Crawler Dozer	Purchase of Caterpillar D6 Type Landfill Crawler Dozer to replace aging equipment and comply with Department of Environmental Protection's permit requirements.	IMPROVEMENTS	Other	Landfill	High	$ 665,000	$ -	$ -	$ -	$ -	$ 665,000
Sebring Watershed Management Plan (WMP) Update	Complete the WMP for the Sebring Watershed in Highlands County, including stormwater LOS analysis	IMPROVEMENTS	Other	Sebring Watershed	High	$ 43,750	$ -	$ -	$ -	$ -	$ 43,750
Total						$ 4,519,472	$ 74,226	$ 76,525	$ 78,871	$ 81,263	$ 4,830,357
OTHER OUTSIDE FUNDING											
Sebring Parkway Maintenance	Fund 110 (Transportation Trust) accounts for funds provided from the City of Sebring and County per IA. Fund 151 (Infrastructure Surtax) was created to maintain the Sebring Parkway.	CONSTRUCTION/ MAINTENANCE	*City of Sebring Maintenance %*	Sebring Area	High	$ 71,972	$ 74,226	$ 76,525	$ 78,871	$ 81,263	$ 382,857
Total						$ 71,972	$ 74,226	$ 76,525	$ 78,871	$ 81,263	$ 382,857
GRANTS (FEDERAL, STATE, AND LOCAL)											
Memorial Drive from Pompano Drive to Parkway	Construction of 7,304 feet of concrete sidewalks on the west side of Memorial Drive from Pompano Drive to the Sebring Parkway for greater connectivity to schools and other multi-use paths.	IMPROVEMENTS	Grants (Federal, State, and Local)	Memorial Drive	High	$ -	$ 1,361,456	$ -	$ -	$ -	$ 1,361,456
Total						$ -	$ 1,361,456		$ -	$ -	$ 1,361,456
GRANTS (STATE GRANTS)											

FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE
REVENUE FY 20/21 THRU FY 24/25

Project Name	Description	LOS Purpose	Funding Source	Location	Ranking	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	5-YR TOTAL
Daffodil Extension Project	Construct an extension of 5,550' of Daffodil Street from Lake Crews Ave south and connect to Catfish Creek Road for emergency services and residents.	IMPROVEMENTS	Grants	Lake Placid	High	$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000
Total						$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000
GAS TAX											
Long Line Striping Truck	Purchase a Long Line Paint Striping truck for pavement marking application of new roads.	IMPROVEMENTS	Gas Tax	County-wide	High	$ 320,000	$ -	$ -	$ -	$ -	$ 320,000
Total						$ 320,000	$ -	$ -	$ -	$ -	$ 320,000
TOTAL FUNDING SOURCES						$ 10,191,252	$ 7,616,180	$ 6,048,819	$ 6,106,597	$ 6,226,729	$ 35,748,121

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APPENDIX E

CITY OF AVON PARK

CAPITAL IMPROVEMENTS ELEMENT
CAPITAL IMPROVEMENTS SCHEDULE

City of Avon Park

Highlands County, Florida

2030 Comprehensive Plan

CAPITAL IMPROVEMENTS ELEMEN

CAPITAL IMPROVEMENTS ELEMENT

City of Avon Park Comprehensive Plan

Adopted December 26, 1990
Amended September 22, 2008
Update Adopted October 27, 2008
Update Adopted December 28, 2009
Update Adopted December 13, 2010
(Updated May 2019)

GOAL: Enhance the fiscal integrity of the City by providing public facilities in a timely and efficient manner.

Objective 1:

The Capital Improvements Element shall guide the provision of public facilities for the purpose of accommodating desired future growth, replacing facilities that have exceeded their useful lifespan and correcting existing deficiencies.

Policy 1.1: The City Manager shall prepare and submit to the Council, in the form provided by ordinance, an annual budget, a capital improvement budget, and a projected capital improvement program for a minimum five-year period. The capital improvement budget and capital improvement program shall prioritize all capital improvement expenditures, shall indicate the revenue source for all capital improvement expenditures or indicate that a capital improvement is not yet funded, shall include revenue projections for a five-year period, and shall be the basis for the annual update of and comprehensive plan amendment to the Five-Year Schedule of Capital Improvements.

Policy 1.2: The Capital Improvements Element will be evaluated annually and amended as the Five-Year schedule of capital improvements is revised.

Policy 1.3 Avon Park will maximize public facilities and services in currently developed areas that promote the infill of development or the redevelopment of existing neighborhoods and commercial areas.

Policy 1.4 Avon Park will adopt an annual Five-Year schedule of capital improvements which coordinates levels of service with land use decisions and available fiscal resources.

Policy 1.5 Capital improvements may include projects not required by the comprehensive plan to maintain a required Level of Service Standard or to implement a specific policy. However, such projects may be deferred or cancelled if it is determined that the project is no longer appropriate due to cost considerations, the availability of alternatives, or diminished

need.

Policy 1.6 An amendment to the comprehensive plan is required to update the schedule on an annual basis or to eliminate, defer, or delay the construction for any facility listed in the Five-Year schedule.

Policy 1.7: Beginning with Fiscal Year 1991-92, proposed capital improvement projects shall be ranked and evaluated according to the following criteria:

a. The project protects public health and safety, eliminates public hazards, fulfills the City's legal obligation to provide facilities and services, and achieves maximum usage of existing facilities.

b. The project increases the efficiency of existing facilities, promotes infill development, and eliminates existing deficiencies.

c. The project represents the logical extension of facilities and services consistent with the Future Land Use Element, and is consistent with the plans of State Agencies and the Southwest Florida Water Management District.

d. Other priority criteria, as established in other elements of this comprehensive plan, shall be incorporated into the annual capital improvements prioritization.

Policy 1.8: The City Council shall be responsible for ensuring that the City's fiscal policies are consistent with the Comprehensive Plan. Capital improvement expenditures shall not jeopardize the fiscal integrity of the City. Unless necessary for the immediate health and safety of the residents of Avon Park, capital improvement expenditures shall be demonstrated to have adequate funding from a reliable revenue source prior to the City Council approval for expenditure of funds.

Policy 1.9: Avon Park shall continue to apply for grants or private funds when available to finance the provision of capital improvements.

Policy 1.10: The City of Avon Park will pursue supplemental funding for water supply, both potable and non-potable, projects through WMD alternative source grants, Rural Development, and State Revolving Fund loans and grants.

Objective 2:

Upon adoption of the Comprehensive Plan, Avon Park will coordinate land use decisions with the Five-Year Schedule of Capital Improvements in a manner that maintains the established level of service standards and meets existing and future facility needs.

Policy 2.1: Avon Park will use the following level of service standards in reviewing the impacts of new development and redevelopment.

Facility	Level of Service
Sanitary Sewer	90 gallons per capita per day
Potable Water	120 gallons per capita per day (gpcd)
Solid Waste	6.8 pounds per person per day
FDOT SIS Facility (US 27)	C
Principal Arterial Roads	C
City Minor Arterial Roads	D
County Minor Arterial Roads	
County Urban Collector Roads	D
Other Local Roads	D
Recreation and Open Space	3 acres per 1000 people
Buildings	At or above the 100-year flood elevation
Drainage	25-year 24-hour storm event for new development. Stormwater treatment and disposal facilities pursuant to Section 1725.025, F.A.C. Stormwater discharge pursuant to Section 17- 3.051, F.A.C.
Public Schools	Consistent with Highlands County with the Interlocal Agreement for Coordinated Planning and School Concurrency, **Section 13.3, the LOS established for all school types within the Highlands County School District as: 100 % FISH capacity.**

To ensure the City meets the levels of service standards, population projections shall be referred to, and shall be updated or revised as necessary when the Capital Improvement Plan is being drafted each year.

Policy 2.2: Development orders and permits will be granted only when the facilities are operating at the established level of service or will be available concurrent with the impacts of development.

Policy 2.3: Avon Park hereby adopts, by reference, the Highland County School District Five-Year Facilities Work Program as adopted by the School Board of Highlands County on September 7, 2010, that includes school capacity sufficient to meet anticipated student demands projected by the County, in consultation with the School Board's projections of student enrollment based on adopted Level of Service (LOS) standards for public schools. Annual updates by the School District of the capital improvements schedule and the Five-Year Facilities Work Program will be adopted by reference as the City annually updates its CIE and CIP.

Policy 2.4: The City hereby adopts by reference, the Highlands County School District Five-Year Facilities Work Program, the Southwest Florida Water Management District Regional Water Supply Plan and District Water Management Plan, and the Florida Department of Transportation Five 5-Year Work Program 2011-2015, into the City's Five-Year Schedule of Capital Improvements.

Policy 2.5: The City hereby incorporates its Ten-Year Water Supply Facilities Work Plan as a technical support document into this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015. The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Avon Park Comprehensive Plan. In implementing this Policy, the City shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

Objective 3:

In order to maintain established level of service standards, future development shall bear a proportionate cost of facility improvements necessitated by the impacts of development.

Policy 3.1: Avon Park shall continue to collect impact fees for the provision of sewer and water. Collected impact fees shall be equitably allocated to the specific group(s) which will directly benefit from the capital improvement, and the assessment levied must fairly reflect the true costs of these improvements.

Policy 3.2: As a requirement of land subdivision or land development, Avon Park shall

require land dedication, or payment-in-lieu of dedication, or some other form of exaction, to retain easements for utilities and roadways. This is required to maintain the established level of service standards and to pay for public facility improvements necessitated by new development.

Objective 4:

Avon Park will manage fiscal resources to ensure that the needed capital improvements are provided for previously issued development orders and future development and redevelopment.

Policy 4.1: Level of service standards shall be applicable to all existing permitted and future development or redevelopment.

Policy 4.2: Identified deficiencies relating to existing or permitted development shall be corrected. Funding sources may include general revenues, special districts, infrastructure sales tax fund or public or private grants.

Policy 4.3: Debt service shall not exceed 20% of annually budgeted revenues.

City of Avon Park						
Five Year Capital Improvement Plan						
FY21-22	**Water Wastewater System Capital Improvements**					
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	
Water Meter Replacement	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	
Water Wastewater Transmission	$ 700,000	$ 700,000	$ 700,000	$ 700,000	$ 700,000	
Fully Equipped Truck - Rollover	$ 65,000					
2021 Ford Ranger Super Cab 2WD (2)	$ 46,460					
2021 Ford Ranger Super Cab 4WD (2)	$ 49,920					
2021 Ford F550 4wd	$ 58,550					
2021 Ford F750 Dump Truck	$ 85,690					
Hydraulic Mini Excavator	$ 54,960					
Lift Station Rehabilitation	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	
2021 Ford F150 4WD	$ 25,400					
Wheel Loader	$ 100,590					
Bell Street Water Treatment Plant		$ 1,500,000				
	$ 1,586,570	**$ 2,600,000**	**$ 1,100,000**	**$ 1,100,000**	**$ 1,100,000**	$7,486,570
Funding Source						
State Grants						
Water Wastewater Utility Funds	$ 1,586,570	$ 2,600,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	
	$ 1,586,570	**$ 2,600,000**	**$ 1,100,000**	**$ 1,100,000**	**$ 1,100,000**	

APPENDIX F

CITY OF SEBRING

CAPITAL IMPROVEMENTS ELEMENT
CAPITAL IMPROVEMENTS SCHEDULE

CAPITAL IMPROVEMENTS ELEMENT

The Organization of this Element is as follows:

Capital Improvements Element
- Goal # 1: Capital Facility Planning
  - Objective CIE 1: Capital Facility Planning
  - Objective CIE 2: Development and Regulation
  - Objective CIE 3: Future Development Costs
  - Objective CIE 4: Capital Improvements to Support Growth
- Goal # 2: Capital Improvement Implementation
  - Objective CIE 5: Permitting
- Goal # 3: Coordination
  - Objective CIE 6: Coordination
- Goal # 4: Concurrency Management
  - Objective CIE 7 - LOS:
  - Objective CIE 8 – Concurrency Management:
- Goal 5: Capital Improvements Planning for Public Schools
  - Objective CIE 9: Capital Improvements Planning for Public Schools
  - Objective CIE 10: Funding Sources and Facilities for Public Schools

Schedule of Capital Improvements

INTRODUCTION: The purpose of the Capital Improvements Element (CIE) is to tie the capital improvement needs identified in the other elements to the City budgeting and development review processes. The goal, objective and policies section and the implementation section of the CIE establish the framework that:

1. Identifies the required capacity of capital improvements to serve existing and future development based on level-of-service (LOS) standards;
2. Establishes a system of priorities to determine which capital improvements arc funded to satisfy the LOS;
3. Provides guidance on funding the projects;
4. Outlines mechanisms to assure provision of the required capital improvement;
5. Ties land development decisions to the availability of capital facilities and improvements; and
6. Outlines implementation programs.

IMPLEMENTATION: The Capital Improvements Element requires the City to develop a concurrency management system, a Schedule of Capital Improvements (SCI) and a capital budget. The concurrency management system will monitor the quantity and quality of public facilities and the impacts of development on those facilities. The SCI lists the capital improvement projects required for concurrency, to maintain the LOS and repair/replace obsolete or worn out facilities. The projects in the CIP are listed by construction date, costs and revenue source. The SCI will list City, County, State, Federal, and private resources required to provide the facility and determine the financially feasible of the projects. The City will annually prepare a Schedule of Capital Improvements, which include appropriations for the City's projects.

CAPITAL FACILITY PLANNING OBJECTIVE AND POLICIES

GOAL 1: THE PROVISION OF NEEDED PUBLIC FACILITIES IN A TIMELY MANNER, WHICH PROTECTS INVESTMENTS IN EXISTING FACILITIES, MAXIMIZES THE USE OF THESE FACILITIES AND PROMOTES ORDERLY COMPACT GROWTH.

OBJECTIVE CIE 1: The City shall accommodate deficiencies and provide for desired future growth as indicated in the 5-year Schedule of Capital Improvements by meeting the schedule or modifying the schedule to accommodate changes in financing or feasibility.

Policy 1.1: The City shall amend the Capital Improvements Element and program one time per year to reflect the City's adopted levels of service. Proposed capital improvement projects shall be evaluated and ranked in order of priority may include the following guidelines:

A. protect public health, welfare and safety (the elimination of public hazards)
B. correct existing capacity deficiencies
C. fulfill the City's legal commitment to provide facilities and services
D. preserve or achieve full use of existing facilities
E. increase efficiency of use of existing facilities
F. prevent or reduce future improvement cost
G. provides service to developed areas lacking full service
H. Whether the project is financially feasible (impacts on the local budget),
I. coordinate with the plans of state agencies and water management districts.

Policy 1.2: The City shall include all projects identified as capital improvements in other elements of this plan in the 5-year schedule of improvements as presented in this element. For purposes of this element, these are defined as costing $20,000 or more with a life span of five or more years.

Policy 1.3: The City shall include programs to meet and maintain the adopted levels of service and to accommodate growth service needs within the five-year Schedule of Capital Improvements and the operating budget.

Policy 1.4: The City hereby incorporates its Ten-Year Water Supply Facilities Work Plan as a technical support document into this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015. The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Sebring Comprehensive Plan. In implementing this Policy, the City shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

OBJECTIVE CIE 2 - DEVELOPMENT COORDINATION AND REGULATION: All Development Orders and permits will be based on the availability of necessary public facilities and services at adopted level of service standards needed to support such development concurrent with development impacts. The City shall not issue a development order unless the adopted levels of service are provided, consistent with the concurrency standards listed in Policy 2.1.

Policy 2.1: The City shall use the following level of service standards in reviewing the impacts of new development, redevelopment and annexation upon provision of public facilities and services: *(Policy A2.1 amended by Water Supply Plan Ordinance # 1291, Feb 16, 2010)*

FACILITY/SERVICE AREA	**LEVEL OF SERVICE STANDARD**
Potable Water Facilities	102 gallons per capita per day
Roadways and arterials	
Functional Classification	Peak-Hour/Peak-Season Level of Service
Major Arterials when SIS:	LOS C from the northern City limit to Highlands Ave. LOS B from Highlands Avenue to the southern City limit.
Major Arterials when non-SIS	LOS D
Minor Arterials:	LOS D
Major Collectors -	LOS D
Minor Collectors:	LOS D
Parks	10.00 Acres per 1,000 Population
Sanitary Sewer Facilities:	
Harder Hall Corp. Facility	131 gallons per capita per day
All other Sanitary Sewer Facilities	105 gallons per capita per day
Solid Waste Facilities	7 pounds per capita per day

Drainage facilities: The following standards shall apply to all new development or redevelopment:

Water Quantity Design storm: 25-year frequency, 24-hour duration

Storm Water Management Systems - Storm water-management systems shall be designed to either retain on-site the runoff generated by a 25-year, 24-hour storm or detain and discharge the runoff from a 25-year, 24-hour storm at peak discharge rates which do not exceed pre-development rates.

Water quality treatment shall meet the standards set forth in Florida Statues and Codes, set by the Water Management Districts, and the Department of Environmental Protection as applicable. To ensure compliance with those requirements, a copy of a valid Water Management District permit or exemption letter shall be presented before building permits or development approvals are granted. Site-specific conditions may require other design criteria to be satisfied in order to obtain Water Management District construction permits. To ensure compliance with those requirements, a copy of a valid Water Management District permit or exemption letter shall be presented before building permits or development approvals are granted.

Single family development on infill lots of existing single family residential subdivisions shall not be required to manage storm water onsite, as long as storm water runoff is accommodated by the City's facilities. *(Policy A2.1 approved by Water Supply Plan Ordinance # 1291, Feb 16, 2010)*

Policy 2.2: Proposed plan amendments and requests for new development, redevelopment, or annexation shall be evaluated according to the following guidelines as to whether the proposed action would:

A. Exacerbate any existing condition of public facility capacity deficits, as described in this plan;

B. Generate public facility demands that may not be accommodated by capacity increases planned in the 5-year Schedule of Capital Improvements;

C. Conform to future land uses as shown on the Future Land Use Map and urban service areas as described in this plan;
D. Accommodate public facility demands based upon adopted level of service standards if the facility is provided by the developer;
E. Demonstrate financial feasibility subject to this element if the facility is partially or totally provided by the City; or
F. Affect State or County agencies or water management district plans.

Policy 2.3: The City Administrator or his or her designee shall evaluate, and rank capital improvement projects proposed for inclusion in the Five-year schedule as approved by the Sebring City Council. Priorities shall be ranked according to the criteria listed in Policy 1.1, and a fiscal review, as part of the budgeting process. The assigned priority will be designated on the five-year schedule of capital improvements.

OBJECTIVE CIE 3 - FUTURE DEVELOPMENT COSTS: All future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain adopted level of service standards. The City will allocate the costs of new public facilities on the basis of the benefits received by future residents.

Policy 3.1: Future development shall pay for extension of necessary water and sanitary sewer lines to the property to be developed and/or expansion or improvements to the water, wastewater and drainage facilities.

Policy 3.2: In concert with the Recreation and Open Space Element, the cost of necessary parkland resulting from the annexation of new residential subdivisions will be borne by the developer through dedication of parkland, fees in lieu of, or both land and fees. The Land Development Regulations, to be adopted by the statutory deadline, will outline the requirements.

Policy 3.3: The developer shall provide for all road improvements and right-of-way related improvements to accommodate new development.

Policy 3.4: The City shall update its concurrency management system and its proportionate fair share ordinance utilizing the approved methodology and technical documents in the Tindale-Oliver and Associates studies dated March 2007. *(Adopted as part of Viscaya / Wolf Creek Settlement Ordinance # 1256, Dec. 18, 2007)*

Policy 3.5: For the capital infrastructure improvements determined to be needed by City amendment numbers L-05-1d, L-05-1c, L-05-1g and L-05-1f, the City agrees to work in good faith to meet the requirements of the Capital Improvements of the Capital Improvements Elements as defined by Statute. *(Adopted as part of Viscaya / Wolf Creek Settlement Ordinance # 1256, Dec. 18, 2007)*

Policy 3.6: The City, as feasible, shall seek out and apply for grants to expand the reclaimed water reuse system into older neighborhoods. *(Policy A3.7 approved by Water Supply Plan Ordinance # 1291, Feb 16, 2010)*

OBJECTIVE CIE 4 - CAPITAL IMPROVEMENTS TO SUPPORT GROWTH: The City will manage its fiscal resources through an annual capital improvement plan and update of the Capital Improvements Element to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment. As part of this update, the City shall be responsible for: (1) addressing the fiscal impact of capital improvement projects on revenue and

expenditures, and (2) updating, as necessary, the fiscal assessment section of the Capital Improvements Element.

Policy 4.1: All capital facility improvements with costs less than 20,000 shall be included in the City's annual budgeting process.

Policy 4.2: The City will consider securing grants or private funds to help finance the provision of capital improvements, when these funds are available and needed.

Policy 4.3: The fiscal assessment review and update will include, at a minimum, the following:

A. Forecasted summary of revenues and expenditures for a five year period;

B. Projected debt service capacity analysis and may include:

1. The limitation on the use of revenue bonds as a percent of total debt;
2. The maximum ratio of total debt service to total revenue; and
3. The maximum ratio of outstanding capital indebtedness to property tax base

Policy 4.4: Beginning with the first full fiscal year following the adoption of the Sebring Comprehensive Plan, the annual budget process shall have a capital budget component, including adequate provisions for renewal and replacement of capital facilities under the control of the City.

Policy 4.5: The City shall continue to implement fiscal policies to achieve sufficient funds for facilities and service levels adopted by the City and implement procedures to control spending in its fiscal policies and procedures.

Policy 4.6: During the Capital Improvement Element amendment funding cycle, the City shall continue to explore the use of: (1) the Water/Sewer Enterprise Fund; (2) grants; (3) impact fees or other development exactions; (4) user fees; (5) special assessments and Special Benefit Districts; (6) agreements with other jurisdictions; (7) impact fee for park lands for new developments and related replenishment of Community Park and Recreation System Trust Fund; and private funding sources to fund projects, and develop lists of projects that can be funded with these sources of funding within Schedule of Capital Improvements (SCI).

Policy 4.7: The City shall provide essential services in the event of a man-made or natural disaster. Funds shall also be available to secure catastrophic revenue shortfalls.

CAPITAL IMPROVEMENTS IMPLEMENTATION PROGRAM

GOAL 2: TO ENSURE IMPLEMENTATION OF THE CAPITAL IMPROVEMENTS WHICH ARE DESIGNED TO PROVIDE FOR THE PUBLIC FACILITIES AND SERVICES NEEDED TO SUPPORT DEVELOPMENT, CONCURRENT WITH THE IMPACTS OF SUCH DEVELOPMENT.

OBJECTIVE CIE 5: Permitting of all development shall be coordinated with provision of adopted level of service standards, and ensure that the City will achieve or exceed the goals, objectives and policies set forth in the comprehensive plan.

Policy 5.1: Permitting a temporary deviation in the level of service standards is acceptable for a reasonable time period only where the conditions lists in Policy 2.3 are satisfied.

Policy 5.2: The City shall adopt a capital budget as part of the annual budgeting process. The annual budget shall include in its capital appropriations all projects in the Schedule of Capital Improvements that are planned for expenditure during the next fiscal year.

Policy 5.3: The City will adopt, by the statutory deadline, its Land Development Regulations which will provide regulations for development and a system of review for applications pertaining to such development.

Policy 5.4: A part of the CIP shall be information prepared to document the status of the public facilities capacity relative to demands as this relates to the adopted-level of service standards. This will provide the basis for ascertaining the reserve facility capacities upon which depends the issuance of Development Orders the following year.

Policy 5.5: The City shall maintain on a yearly basis a record indicating the cumulative impacts of all Development Orders approved during the fiscal year-to-date on the capacity of public facilities set forth in the most recent annual report on capacity and levels of service of public facilities.

Policy 5.6: The City will annually review its financial position with regard to any changes in potential revenue sources used to fund scheduled capital improvements or to any new capital improvements that may have arisen.

Policy 5.7: Development approved prior to the adoption of this Plan which require improvements to public facilities will be included in the Five-Year Schedule of Improvements with a funding priority designation.

Policy 5.8: By the statutory deadline for adoption of the land development regulations. The City shall continue implement a concurrency management program. The concurrency management system shall be consistent with Chapter 9J-5.005, F.A.C., and shall be implemented according to the Schedule of Capital Improvements.

GOAL 3 - COORDINATION: SEBRING SHALL PROVIDE FOR, IN A TIMELY MANNER, AND MAINTAIN CAPITAL FACILITIES WHICH MEET OR EXCEED ADOPTED STANDARDS CONSISTENT WITH AVAILABLE FISCAL RESOURCES.

OBJECTIVE CIE 6 - COORDINATION: Sebring shall coordinate the provision of capital improvements with other agencies and jurisdictions and ensure that the CIE is consistent with the other elements of the Comprehensive Plan.

Policy 6.1: All capital improvements and facilities shall be evaluated to identify any plans of State agencies, and the Southwest Florida and Highlands County Water Management District that affect, or will be affected by, the proposed City capital improvement.

Policy 6.2: Sebring shall coordinate the provision of public facilities with the School Board of Highlands County and Highlands County.

Policy 6.3: The Capital Improvements Element (CIE) shall be consistent with other elements of the Comprehensive Plan and the planning efforts of Sebring and its departments.

Policy 6.4: All public facility capital improvements shall be consistent with the other elements of the Comprehensive Plan.

Policy 6.5: The phasing or staging of development must be in accordance with the provisions of the City's concurrency management system. No land use approval for new development, redevelopment or annexation shall cause facilities or services to fall below, adopted levels of

service standards, as contained in the Capital Improvements Element of this plan. Public facilities and services necessary to serve the proposed development, redevelopment or annexation must be available at the adopted levels of service standards concurrent with the impacts of development.

GOAL 4 - CONCURRENCY MANAGEMENT: ENSURE THAT FACILITIES AND SERVICES NEEDED TO SUPPORT DEVELOPMENT ARE AVAILABLE CONCURRENT WITH THE IMPACTS OF SUCH DEVELOPMENT.

OBJECTIVE CIE 7 - LOS: Throughout the planning period, the City shall maintain the adopted levels of service for potable water, sanitary sewer, drainage, recreation and roadways while ensuring that the facilities and services needed to support development are available concurrent with the impact of that development.

Policy 7.l: The City shall adopt the level of service standards as stated in Capital Improvements Policy 2.1.

Policy 7.2: The City shall produce a financially feasible plan in the Capital Improvements Element demonstrating its ability to achieve and maintain adopted levels of service.

Policy 7.3: The City shall coordinate addressing and adopting levels of service for any of the above facilities that are maintained or the responsibility of any other state, regional or local authority.

OBJECTIVE CIE 8 – Concurrency Management System: The City shall manage its concurrency management system in accordance with 9J-5.0055, F.A.C., to ensure that public facilities and services needed to support development at adopted levels of service standards are available concurrent with the impacts of development.

Policy 8.1: The City shall enforce for all Development Orders its concurrency management system that supports the land development goals, objectives and policies of the adopted comprehensive plan.

Policy 8.2: The City shall continue to review all development orders and permits in conjunction with development regulations and the Capital Improvements Element to ensure that the necessary public facilities and services will be available to accommodate the impact of issuing development permits.

Policy 8.3: The City shall continue to monitor the impact of each development on roads, potable water, sanitary sewer, drainage and recreation facilities for each permit application prior to its approval.

Policy 8.4: The Concurrency Management System shall include:

A. The Capital Budget and Schedule of Capital Improvements (SCI): The capital budget will identify in detail the costs and revenue sources for projects shown in the first year of the five year SCI. As projects are completed during the current budget year, they will be removed from the SCI and a new fifth year of projects added.

B. The monitoring system to ensure concurrency shall continue to be implemented by the City.

C. Adopted programs and procedures shall provide that levels of service shall not fall below those established in this comprehensive plan commencing upon the adoption of this plan. The City may not issue a development permit unless facilities are in place that meet or exceed the adopted level of service standards, and are available concurrent with the impacts of development. No development order or development permit shall be issued which results in a reduction in the level of service standards below the level of service standards adopted in this plan.

D. The City shall continue to review the Capital Improvements Element annually.

Policy 8.5: The City will not issue development permits where the project requires public facility improvements that exceed the City's ability to provide these in accordance with the adopted level of service standards. As an alternative, however, facilities and services may be provided by the developer, consistent with the following criteria which will be adopted in the concurrency management system:

A. For potable water, sanitary sewer, solid waste, and drainage facilities, at a minimum, the following standards will be met to satisfy the concurrency requirement:
   1. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary facilities and services are in place and available to serve the new development; or
   2. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent.

B. For parks and recreation facilities, at a minimum, the City of Sebring shall meet the following standards to satisfy the concurrency requirement:
   1. At the time the development order or permit is issued, the necessary facilities and services are in place or under actual construction; or
   2. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the City of Sebring, or funds in the amount of the developer’s fair share are committed; and
      a. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted 5-year schedule of capital improvements; or
      b. At the time the development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent; or
      c. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent.

C. For transportation facilities (roads designated in the Sebring adopted comprehensive plan), at a minimum, the City of Sebring shall meet the following standards to satisfy the concurrency requirement.

1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or
2. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted five year schedule of capital improvements. The schedule of capital improvements may recognize and include transportation projects included in the first three years of the applicable, adopted Florida Department of Transportation five year work program. The Capital Improvements Element must include the following policies:
   a. The estimated date of commencement of actual construction and the estimated date of project completion.
   b. A provision that a plan amendment is required to eliminate, defer, or delay construction of any road or mass transit facility or service which is needed to maintain the adopted level of service standard and which is listed in the five-year schedule of capital improvements; or
3. At the time a development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction no more than three years after the issuance of a certificate of occupancy or its functional equivalent; or
4. At the time a development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(c), F.S.]
5. For the purpose of issuing a development order or permit, a proposed development may be deemed to have a de minimis impact and may not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., only if all of the conditions specified in subsection 163.3180(6), F.S., are met. [Section 163.3180(6), F.S.]

D. For school facilities, for concurrency service areas, a residential development order or permit shall be issued only if the needed capacity for the particular service area is available in one or more contiguous service areas and school capacity is available district-wide as defined in Section 163.3180(13)(e), F.S.

E. For all facilities, the latest points in the application process for the determination of concurrency is prior to the approval of an application for a development order or permit which contains a specific plan for development, including the densities and intensities of development.

CAPITAL IMPROVEMENTS PLANNING FOR PUBLIC SCHOOLS.

GOAL CIE 5: PROVIDE FOR A FINANCIALLY FEASIBLE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR PUBLIC SCHOOL FACILITIES. *(Goal CIE 5 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

OBJECTIVE CIE 9: Ensure that existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools. *(Objective CIE 10 adopted by PFSE Ordinance # 1269, Dec. 2, 2008)*

Policy 9.1 - **School district of Highlands County financially feasible five-year capital improvements schedule**: The City of Sebring hereby incorporates by reference the school district of Highlands County Five Year District Facilities Work Program, adopted August 24, 2010 and as adopted annually thereafter (the first year is the District's Capital Outlay Plan) as included in the School Board of Highlands County's currently adopted school district Educational Plant Survey, (five year district facilities work program) adopted June, 2009 and as adopted annually thereafter that includes school capacity sufficient to meet anticipated student demands projected by the County, in consultation with the School Board of Highlands County's projections of student enrollment based on the adopted level of service (LOS) standards for public schools. *(Policy 11.1 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

Policy 9.2: Adopted level of service standard for Highlands County public schools. The LOS of school enrollment is defined as a percentage of school student capacity based upon the Florida Inventory of School Houses (FISH). The LOS standard is the maximum level of school utilization that will be permitted in the Highlands County school district. The LOS shall be established for all school types within the Highlands County school district as: 100% of permanent FISH capacity. *(Policy 11.2 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

Policy 9.3: Annual updates to the capital improvement schedule for public school facilities. The City of Sebring, in coordination with the School Board of Highlands County, Highlands County and the other municipalities within Highlands County, shall annually update its tracking of public school facilities capital improvements by using the adopted school district five-year district facilities work program reflecting the School District of Highlands County capital improvements schedule to ensure maintenance of a financially feasible capital improvements schedule and to ensure that LOS standards will continue to be achieved and maintained during the five (5) year planning period. Annual program amendments shall include the addition of a new fifth year to the school district five-year district facilities work program, updating of the financially feasible school district of Highlands County capital improvements schedule, coordinating the program with the school district five-year district facilities work program, the plans for other local governments, and, as necessary, updates to the concurrency service area map. The annual plan amendments shall ensure that the School Board of Highlands County capital improvements schedule continues to be financially feasible and that the LOS standards will continue to be achieved and maintained. *(Policy 11.3 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

OBJECTIVE CIE -10- FUNDING SOURCES AND FACILITIES PROVISION FOR PUBLIC SCHOOLS: Support supplemental and alternative sources for school capital funding. *(Objective CIE 12 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

Policy 10.1: Alternative funding strategies. The City of Sebring will cooperate with the School Board of Highlands County in the research and utilization of alternative funding for school capital needs, including, but not limited to, capacity enhancement agreements, educational benefit units, and community development districts. *(Policy 12.1 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

Policy 10.2: Public/private partnerships. The City of Sebring will cooperate with the school Board of Highlands County to encourage the private sector to identify and implement creative solutions, such as joint use facilities and alternative design, as well as requiring land dedication and requiring adequate school facilities in residential developments. *(Policy 12.2 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

Policy 10.3: Support for creative partnerships. The City of Sebring will cooperate with the School Board of Highlands County by giving priority consideration for development approvals when property owners provide donation of site(s), reservation or sale of school sites at pre-development prices, construction of new facilities or renovations to existing facilities, and providing transportation alternatives. *(Policy 11.3 adopted by PSFE Ordinance # 1269, Dec. 2, 2008)*

SCHEDULE OF CAPITAL IMPROVEMENTS

Contents of Schedule of Capital Improvements

1. Overview of Changes to the F/Y 2009 Capital Improvements Budget
2. Tables 1 & 2 for FY 2010 - 2014

1. OVERVIEW OF CHANGES TO THE F/Y 2009 CAPITAL IMPROVEMENTS BUDGET

Summary of major item/changes on the F/Y 2010 Budget
(This list represents major budget items only)

- **Streetscape IX:** $750K moved from F/Y 2009 to F/Y 2010
- **Washington Heights** Playground: $200K moved from F/Y 2010 to F/Y 2011
- **CDBG Projects:** $750K moved from F/Y 2011 to F/Y 2012 and $750K added to F/Y 2014
- **Surface Water Study/SW Retro:** $250K in F/Y 2010 changed to $25K and $50K in F/Y budgeted for F/Y 2014.
- **MISC Storm Drain Repairs:** $25K budgeted for F/Y 2010 and $20K moved from 2011 and 2013 to 2012 and 2014.
- **Storm Drain Indian Streets:** $100K removed from F/Y 2010
- **Cemetery Improvements:** $80K over 4 years removed from Budget
- **Roads Resurfacing:** $100K in 2010 changed to $60K
- **Sidewalk Construction:** $100K in 2010 changed to $50K
- **Park Street Cleanup:** $105K added to 2010
- **Phase II Sebring PKWY:** $250K changed to $500K for FY 2010
- **Park Street Ground Storage Tank:** $165K added to FY 2010
- **Lakewood Water Extensions:** $500K moved from 2010 to 2011
- **New Water Treatment Plant:** $2.35M moved from 2010 to 2011
- **PIG Sewer Force Mains:** $100K moved from 2010 to 2011
- **Fiberglass Liners Manhole and lift stations:** $252K and $212K moved from 2010 to 2011
- **Update Lift Stations** $50K added to 2010
- **Lift Station Pump Upgrades Airport & HUC**: $67K and $75K from 2010 to 2011

CITY OF SEBRING
CAPITAL IMPROVEMENT PLAN - INFRASTRUCTURE
FISCAL YEARS 2021-2022 THROUGH 2025-2026

	PROJECT	FY 21-22 BUDGET	FY 22-23 BUDGET	FY 23-24 BUDGET	FY 24-25 BUDGET	FY 25-26 BUDGET	TOTAL TO DATE
	FY21-22						
	Charlie Brown Tennis Court Renovation	$ 75,000.00					**$ 75,000.00**
	Charlie Brown Paddleball Court Renovations	$ 25,000.00					
	Golfside Dr. Drainage Improvements	$218,789.97					
	Crescent Dr. Paving	$ 16,982.40					**$ 16,982.40**
	N. Franklin St. Drainage Improvements	$149,122.44					**$ 149,122.44**
	Taseschee Dr. Drainage & Paving	$146,597.02					
	DeSoto PL Paving	$ 16,982.40					
	Imperial Ln Paving	$ 32,184.70					
	Greenacre Dr. Paving	$ 17,862.45					
	Kingswood Dr. Paving	$ 20,380.85					
	Blue Bonnet Dr. Paving	$ 20,607.45					
	Persimmon Paving	$ 23,930.38					
	Washington St. & Shirley Paving	$ 21,000.00					
	Sidewalks	$ 65,000.00					
							$ -
							$ -
	FY22-23						**$ -**
	Orange Blossom & Wolfe Retention		$ 75,000.00				**$ 75,000.00**
	PW Office Bldg Repairs		$ 50,000.00				**$ 50,000.00**
	PW Building Replacement		$ 40,000.00				**$ 40,000.00**
*	Lake Jackson (Lakeview Drainage)		$ 18,000,000.00				**$ 18,000,000.00**
	Greenway & Minerva Drainage		$ 25,000.00				**$ 25,000.00**
	Rainbow & Youth Care Ln. Drainage		$ 25,000.00				**$ 25,000.00**
	Minerva & Howard Drainage		$ 25,000.00				**$ 25,000.00**
	Sidewalks		$ 65,000.00				**$ 65,000.00**
							$ -
	ANNUAL TOTAL	**$849,440.06**	**$ 18,305,000.00**	**$ -**	**$ -**	**$ -**	**$ 19,154,440.06**
	PROJECT REVENUE SOURCE						

APPENDIX G

TOWN OF LAKE PLACID

CAPITAL IMPROVEMENTS ELEMENT
CAPITAL IMPROVEMENTS SCHEDULE

TOWN OF LAKE PLACID

Highlands County, Florida

2030 Comprehensive Plan

Capital Improvements Element

(Adopted: January 14, 2013
Amended thru: December 13, 2022)

TOWN OF LAKE PLACID

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES

GOAL 1: PROVIDE AND MAINTAIN PUBLIC FACILITIES CONCURRENT WITH, OR PRIOR TO, THE IMPACTS OF DEVELOPMENT TO MAINTAIN THE ADOPTED LEVEL OF SERVICE STANDARDS.

OBJECTIVE 1: THE TOWN SHALL IMPLEMENT A CAPITAL FINANCIAL STRATEGY (CFS) BY SCHEDULING AND FUNDING THE CONSTRUCTION OF PUBLIC FACILITIES TO CORRECT EXISTING DEFICIENCIES, SERVE PROJECTED FUTURE GROWTH NEEDS, AND REPLACE OBSOLETE AND WORN-OUT FACILITIES, IN ACCORDANCE WITH A SCHEDULE OF CAPITAL IMPROVEMENTS.

Policy 1.1: The Capital Improvements Element, Schedule of Capital Improvements, and 10- Year Capital Financial Strategy (CFS) shall be reviewed on an annual basis and modified, as necessary, consistent with s.163.3177(3) and s.163.3187(2), Florida Statutes. The 10-Year Capital Financial Strategy (CFS), which shall be reviewed on an annual basis and modified, as necessary, shall be included as a reference and be located in the Technical Support Document of the adopted Comprehensive Plan.

Policy 1.2: Each fiscal year the Town shall include in the appropriations of its annual budget all the projects listed in the Schedule of Capital Improvements for expenditure during the appropriate fiscal year.

Policy 1.3: All projects proposed to be added to the Schedule of Capital Improvements shall be evaluated with criteria that consider:

a. the elimination of public hazards;

b. the elimination of mitigation of existing facility capacity deficits;

c. the need to repair or replace existing capital facilities;

d. the impact on the Town's annual budget;

e. relationship to future growth patterns depicted on the Future

Land Use Map;

f. the accommodation of new development and redevelopment; and

g. the implementation of programs and practices addressed in other elements of the Comprehensive Plan.

Policy 1.4: A plan amendment shall be required to eliminate, defer, or delay a project if the improvement has been relied on in the issuance of a development order.

Policy 1.5: The Town's Capital Improvements Element shall be reviewed annually and updated as necessary to reflect proportionate fair-share contributions.

Policy 1.6: The Town is responsible for ensuring the financial feasibility of all capital improvements in the adopted Capital Improvements Element.

Policy 1.7: The Town shall have a 10 Year Capital Financial Strategy. The years 1 through 5 years should be financially feasible. Years 6 through 10 shall have potential revenues.

OBJECTIVE 2: THE TOWN SHALL COORDINATE THE LAND USE DECISIONS AND AVAILABLE OR PROJECTED FISCAL RESOURCES WITH A SCHEDULE OF CAPITAL IMPROVEMENTS WHICH MAINTAINS ADOPTED LEVEL OF SERVICE STANDARDS AND MEETS THE EXISTING OR FUTURE FACILITY NEEDS.

Policy 2.1: The minimum level of service standards for public facilities shall be as follows:

a. Arterial and collector road segments - The Town shall maintain a minimum level of service of "C" for arterial and collector road segments for peak hour traffic flow except as otherwise stated in the Town's Technical Standards Manual or as provided in the LPRP.

b. Wastewater - The Town shall provide a level of service of 130 gallons per capita per day for existing and future development in the sanitary sewer service area.

c. Solid waste - The Town shall provide a service to collect and dispose of 6.6 pounds per person per day of solid waste.

d. Stormwater management systems within the Town shall meet the minimum design standard (level of service) as required by the rules and guidelines of the SWFWMD unless otherwise provided by the

LDRs or specific development approvals.

e. Potable water - The Town shall provide a level of service of 148 gallons per capita per day.

f. Public Parks – The Town shall provide 10 acres per 1,000 residents.

Policy 2.2: The Town shall coordinate the location and timing of public facilities construction with the plans of state agencies, Highlands County, the Florida Department of Transportation, and the Southwest Florida Water Management District.

OBJECTIVE 3: THE SCHEDULE OF CAPITAL IMPROVEMENTS SHALL DEMONSTRATE THE TOWN'S ABILITY TO PROVIDE PUBLIC FACILITIES TO MEET THE NEEDS OF THE EXISTING AND PROJECTED FUTURE POPULATION.

Policy 3.1: The timing and costs of facilities identified in the Schedule of Capital Improvements and CFS shall reflect realistic estimates of currently available funding sources.

Policy 3.2: The Town shall not accept financing for public improvements if the terms of repayment exceed the projected life of the improvement.

Policy 3.3: Total debt service for general obligation debt shall not exceed 500% of net operating revenues.

Policy 3.4: The Town shall continue to implement development review procedures which require new development to fund a proportionate amount of the public facility costs required to support the impacts of such development.

Policy 3.5: The Town shall continue to coordinate with Highlands County regarding the County's impact fee program.

Policy 3.6: The Town hereby adopts, by reference, the Southwest Florida Water Management District Regional Water Supply Plan and District Management Plan and the Florida Department of Transportation Five-Year Work Program. Into the Town's Five-Year Schedule of Capital Improvements.

Policy 3.7: The Town hereby incorporates its Ten-Year Water Supply Facilities Work Plan as a technical support document into this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015. Financially feasible projects identified in the Work, and all subsequent

updates thereto, shall be included in the annual update of the Town's Five-Year Capital Improvements schedule where identified for implementation in the first five (5) years of the Ten-Year Water Supply Plan.

OBJECTIVE 4: **THE TOWN SHALL ENSURE THAT THE DEMAND ON PUBLIC FACILITIES CREATED BY PREVIOUSLY ISSUED DEVELOPMENT ORDERS FOR FUTURE DEVELOPMENT DOES NOT EXCEED THE TOWN'S OR SERVICE PROVIDER'S ABILITY TO FUND AND PROVIDE THE NECESSARY PUBLIC FACILITIES, SERVICES, AND SUITABLE LAND FOR UTILITIES, AS STATED IN THE CONCURRENCY MANAGEMENT SYSTEM SECTION.**

Policy 4.1: The Town shall ensure that concurrency requirements will be satisfied prior to the issuance of permits for development and redevelopment, acknowledging that payment of impact fees or infrastructure improvements in lieu of impact fees as specified in the Town's Land Development Regulations.

GOAL 2: PROVIDE FOR A FINANCIALLY FEASIBLE SCHEDULE OF CAPITAL IMPROVEMENTS FOR PUBLIC SCHOOL FACILITIES.

OBJECTIVE 5: **CAPITAL IMPROVEMENTS PLANNING FOR PUBLIC SCHOOL.**

ENSURE THAT EXISTING DEFICIENCIES AND FUTURE NEEDS ARE ADDRESSED CONSISTENT WITH THE ADOPTED LOS STANDARDS FOR PUBLIC SCHOOLS.

Policy 5.1: School Board of Highlands County Financially Feasible Five Year Capital Improvement Program. The Town of Lake Placid (Lake Placid) hereby incorporates by reference the School Board of Highlands County Financially Feasible Capital Improvement Program as found in the Data Inventory & Analysis of this Element and as included in the School Board of Highlands County's currently adopted School District Five Year Facilities Work Program for the years 2015/2016 through 2019/2020 as adopted by the School Board of Highlands County on August 8, 2015, authored by the School Board of Highlands County, that includes school capacity sufficient to meet anticipated student demands projected by the County, in consultation with the School Board's projections of student enrollment based on the adopted LOS standards for public schools.

Policy 5.2: Adopted Level of Service Standard for Highlands County Public Schools. The LOS is defined as school enrollment as a percentage of school student capacity based upon the Florida Inventory of School Houses (FISH). The LOS standard is the maximum level of school utilization that

will be permitted in the Highlands County School District. The LOS shall be established for all school types within the Highlands County School District as: 100% of permanent FISH capacity.

Policy 5.3: Annual Updates to the Capital Improvements Program for Public School Facilities. Lake Placid, in coordination with the School Board of Highlands County, Highlands County and municipalities, shall annually update its tracking of public school facilities capital improvements by using the adopted School Board of Highlands County's Five-Year District Work Plan including the School Board's financially feasible Capital Improvement Program to ensure maintenance of a financially feasible capital improvements program and to ensure that LOS standards will continue to be achieved and maintained during the five (5) year planning period. Annual plan amendments shall include the addition of a new fifth year to the Five Year Schedule of Capital Improvements, updating of the financially feasible public schools capital facilities program, coordinating the program with the 5-year district facilities work plan, with the plans for other local governments, and, as necessary, updates to the concurrency service area maps. The annual Program amendments shall ensure that the capital improvements program continues to be financially feasible and that the level of service standards will continue to be achieved and maintained.

OBJECTIVE 6: FUNDING SOURCES AND FACILITIES PROVISION.

SUPPORT SUPPLEMENTAL AND ALTERNATIVE SOURCES FOR SCHOOL CAPITAL FUNDING

Policy 6.1: Alternative Funding Strategies. Lake Placid will coordinate with the School Board of Highlands County in its efforts to research and support alternative funding for school capital needs, including, but not limited to, capacity enhancement agreements, educational benefit units, and Community Development Districts.

Policy 6.2: Public/Private Partnerships. Lake Placid will coordinate with the School Board of Highlands County to encourage the private sector to identify and implement creative solutions, such as joint use facilities and alternative design, as well as requiring land dedication and requiring adequate school facilities in residential developments.

Policy 6.3: Support for Creative Partnerships. Lake Placid shall support the School Board of Highlands County by giving consideration for development approvals when property owners provide donation of site(s), reservation or sale of school sites at pre-development prices, construction of new facilities or renovations to existing facilities, and providing transportation alternatives.

Town of Lake Placid
Five (5) Year: Capital Improvement Schedule
Fiscal Years: 2021/2022 through 2025/2026

Project Name/ Description	Funding Source	Priority for Funding	Project Cost	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Totals
Utility -Water									
Utility - Water									
Software	Town Gen. Fund	High	$ 7,000	$ 7,000					$ 7,000
Utility - Vehicle	Town Gen. Fund	High	$ 55,000	$ 55,000					$ 55,000
Lines & Meters	Town Gen. Fund	High	$ 10,000	$ 10,000					$ 10,000
Public Works									
Sanitation									
Sanitation - Garbage bins	Town Gen. Funds	High	$ 43,645	$ 43,645					$ 43,645
Sanitation - Equipment	Town Gen. Funds	Low	$ 19,500	$ 19,500					$ 19,500
Parks									
Lake June Park - Equip	Town Gen. Funds	High	$ 44,826	$ 44,826					$ 44,826
Facility Maintenance (KLPB)	Town Gen. Funds	High	$ 8,072	$ 8,072					$ 8,072
	Town Gen. Funds		$ -	$ -					$ -
Transportation									
Transportation - Street lighting Project	CRA Funds	High	$ 6,000	$ 6,000					$ 6,000
Transportation - Paving	CRA Funds	High	$ 50,000	$ 50,000					$ 50,000
Plaza Ave. - Paving	CRA Funds		$ -	$ -					$ -
Wirick Road - Paving	CRA Funds		$ -	$ -					$ -
Tower Sidewalk	CRA Funds		$ -	$ -					$ -
Interlake Blvd. - Resurface	FDOT		$ -	$ -	$ -				$ -
Parks & Recreation									
Lake June Park									
Restroom & Pavillion Phase 2	RPAC	Low	$ 165,649	$ 140,802	$ -	$ -	$ -	$ -	$ 165,649
	Town Gen. Funds	Low		$ 24,847	$ -	$ -	$ -	$ -	
Totals			**$ 409,692**	**$ 409,692**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 409,692**

Town of Lake Placid
Five (5) Year: Capital Improvement Schedule
Fiscal Years: 2021/2022 through 2025/2026

REVENUE SOURCES

Funding Source/ Department/ Project Name/ Descriptio	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Totals
RPAC						
Parks & Recreation-Lake June Park - Phase 2	$ 140,802	$ -	$ -	$ -	$ -	$ 140,802
	$ 140,802	$ -	$ -	$ -	$ -	$ 140,802
Town Gen. Funds						
Utility - Vehicle	$ 55,000					$ 55,000
Utilities/Water- Software	$ 7,000					$ 7,000
Sanitation - Garbage bins	$ 43,645					$ 43,645
Sanitation - Equipment	$ 19,500					$ 19,500
Utilities/Water-Lines & Meters	$ 10,000					$ 10,000
Lake June Park - Equipment	$ 44,826					$ 44,826
Facility Maintenance (KLPB)	$ 8,072					$ 8,072
Parks & Recreation-Lake June Park - Phase 2	$ 24,847					$ 24,847
	$ 212,890	$ -	$ -	$ -	$ -	$ 212,890
CRA Funds						
Transportation- Dal Hall Blvd. - Street Lighting Project	$ 6,000					$ 6,000
Transportation- Hendricks Ave. - Paving	$ 50,000					$ 50,000
Transportation- Plaza Ave. - Paving	$ -					$ -
Transportation- Wirick Road - Paving	$ -					$ -
Tower Sidewalk	$ -					$ -
	$ 56,000	$ -	$ -	$ -	$ -	$ 56,000
SCOP						
Transportation-Green Dragon Drive - Resurface	$ -	$ -				$ -
	$ -	$ -	$ -	$ -	$ -	$ -
FDOT						
Transportation- Interlake Blvd. - Resurface	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -
All Funding Sources Totals	**$ 409,692**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 409,692**

Town of Lake Placid
Ten (10) Year: Capital Financial Strategy
Fiscal Years: 2021/2022 through 2030/2031

Project Name/ Description	Comp Plan	Funding Source	Priority for Funding	Project Cost	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Totals	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	Totals
Utility -Water																
Utility - Water																
Software		Town Gen. Fund	Low	$ 7,000	$ 7,000					$ 7,000						$ 7,000
Vehicle		Town Gen. Fund	High	$ 55,000	$ 55,000					$ 55,000						$ 55,000
Lines & Meters		Town Gen. Fund	High	$ 10,000	$ 10,000					$ 10,000						$ 10,000
Public Works																
Sanitation																
Garbage bins		Town Gen. Funds	High	$ 43,645	$ 43,645	$ -				$ 43,645						$ 43,645
Equipment		Town Gen. Funds	High	$ 19,500	$ 19,500					$ 19,500						$ 19,500
Transportation																
Street lights		CRA Funds	Low	$ 6,000	$ 6,000					$ 6,000						$ 6,000
Paving		CRA Funds	High	$ 50,000	$ 50,000					$ 50,000						$ 50,000
Wirick Road - Paving		CRA Funds	High	$ -	$ -					$ -						$ -
Tower Sidewalk		CRA Funds	High	$ -	$ -					$ -						$ -
Interlake Blvd. - Resurface		FDOT	High	$ -	$ -	$ -				$ -						$ -
Parks & Recreation																
Lake June Park																
Restroom		RPAC	High	$ 165,649	$ 140,802					$ 218,547						$ 218,547
		Town Gen. Funds	High		$ 24,847											
		Town Gen. Funds	High	$ 44,826	$ 44,826											
		Town Gen. Funds	High	$ 8,072	$ 8,072											
Totals				$ 409,692	$ 409,692	$ -	$ -	$ -	$ -	$ 409,692	$ -	$ -	$ -	$ -	$ -	$ 409,692

Town of Lake Placid
Ten (10) Year: Capital Financial Strategy
Fiscal Years: 2021/2022 through 2030/2031

REVENUE SOURCES

Funding Source/ Department/ Project Name/ Description	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Totals	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	Totals
RPAC												
Parks & Recreation-Lake June Park - Phase 2	$ 140,802					$ 140,802						$ 140,802
	$ 140,802	$ -	$ -	$ -	$ -	$ 140,802	$ -	$ -	$ -	$ -	$ -	$ 140,802
Town Gen. Funds												
Utility Vehicle	$ 55,000					$ 55,000						$ 55,000
Utilities/Water- Software	$ 7,000					$ 7,000						$ 7,000
Utilities/Water-Lines & Meters	$ 10,000					$ 10,000						$ 10,000
Sanitation - Garbage bins	$ 43,645					$ 43,645						$ 43,645
Sanitation - Equipment	$ 19,500					$ 19,500						$ 19,500
Lake June Park - Equipment	$ 44,826					$ 44,826						$ 44,826
Facility Maintenance (KLPB)	$ 8,072					$ 8,072						$ 8,072
Parks & Recreation-Lake June Park - Phase 2	$ 24,847					$ 24,847						$ 24,847
	$ 212,890	$ -	$ -	$ -	$ -	$ 212,890	$ -	$ -	$ -	$ -	$ -	$ 212,890
CRA Funds												
Transportation- Dal Hall Blvd. - Street Lighting Project	$ 6,000					$ 6,000						$ 6,000
Transportation- Hendricks Ave. - Paving	$ 50,000					$ 50,000						$ 50,000
Transportation- Plaza Ave. - Paving	$ -					$ -						$ -
Transportation- Wirick Road - Paving	$ -					$ -						$ -
Tower Sidewalk	$ -					$ -						$ -
	$ 56,000	$ -	$ -	$ -	$ -	$ 56,000	$ -	$ -	$ -	$ -	$ -	$ 56,000
SCOP												
Transportation-Green Dragon Drive - Resurface	.	$ -				$ -						$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FDOT												
Transportation- Interlake Blvd. - Resurface	.	$ -	$ -			$ -						$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
All Funding Sources Totals	**$ 409,692**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 409,692**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 409,692**

APPENDIX H

SPRING LAKE IMPROVEMENT DISTRICT

ANTICIPATED PHASING SCHEDULE

Anticipated Phasing Schedule for the Spring Lake Improvement District (SLID) Conceptual Permit						
Phase	Description	Anticipated Begin Date	# days	Anticipated End Date	Anticipated Certification & Closeout Date	Benefit to District
2A.	Expand Lakes on Existing Golf Course and tie into SLID system with appropriate control structures (if necessary)					Additional Surface Water area and therefore additional Water Quality, may be contingent on whether 150% Water Quality requirement is enforced.
	Funding, Purchase & Survey	6/30/2014	310	5/6/2015		
	Prepare Construction Plans & Permit applications	5/6/2015	150	10/2/2015		
	Permitting	10/3/2015	90	1/1/2016		
	Bid and Award Job to Contractor	1/1/2016	90	3/31/2016		
	Construction & Easement recordation	3/31/2016	270	12/26/2016		
	Closeout	12/26/2016	14	1/9/2017	1/9/2017	
	* Permit begin date set at approximately 21 months after closeout of previous phase to give 3 months leeway (24 months would render the conceptual expired)					
2B.	Misc. Improvements to WQ and Conveyance in Areas South of U.S. 98					Resolve any Water Quality Deficiencies
	Funding, Purchase & Survey	3/31/2016	250	12/6/2016		
	Prepare Construction Plans & Permit Applications	12/6/2016	210	7/4/2017		
	Permitting	7/4/2017	90	10/2/2017		
	Bid and Award Job to Contractor	10/2/2017	90	12/31/2017		
	Construction	12/31/2017	180	6/29/2018		
	Closeout	6/29/2018	14	7/13/2018	7/13/2018	
3	Desilt canals and upgrade cross sections to District standards (if necessary)					Conformance with Standard bank cross sections and limit future erosion
	Funding, Purchase & Survey	12/31/2017	310	11/6/2018		
	Prepare Construction Plans & Permit Applications	11/6/2018	150	4/5/2019		
	Permitting	4/5/2019	90	7/4/2019		
	Bid and Award Job to Contractor	7/4/2019	90	10/2/2019		
	Construction	10/2/2019	240	5/29/2020		
	Closeout	5/29/2020	14	6/12/2020	6/12/2020	
4	Revisit Stormwater Management System and Recalibrate Efforts (if necessary)					Overall approval with coordinated guidelines for future development enforceable by SLID or Highlands County
	Compile summary of completed efforts and WQ features in place	6/12/2020	90	9/10/2020		
	Meet with SFWMD to determine course of continued action	9/10/2020	14	9/24/2020		
	Prepare guidelines for future development	9/24/2020	90	12/23/2020		
	Overall Conceptual Permit Closeout unless “standing conceptual” is an option	12/23/2020	30	1/22/2021	1/22/2021	

Source: SLID Conceptual Permit Application, October 2009.
Note: This phasing schedule is valid as of February 2022 per Clay R. Shrum, SLID Director of Operations

EXHIBIT "B"

Amendments to the Future Land Use Element,
Infrastructure Element, and
Intergovernmental Coordination Element of the
Highlands County Comprehensive Plan 2030

FUTURE LAND USE ELEMENT

The only area within the Future Land Use (FLU) Element that proposes text amendments to existing policies is in Policy 6.3, Objective 6. These proposed text amendments are presented in legislative format. The FLU Goal is provided for context only.

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.

1. OBJECTIVE 6: PROTECT GROUNDWATER RESOURCES

The County shall continue to undertake measures to protect groundwater and designated aquifer recharge areas from contamination and depletion.

Policy 6.3: Water Supply Plan Updates

Highlands County hereby adopts by reference the Highlands County 10-Year Water Supply Facilities Work Plan (WSFWP) Update 2022-2032 dated August 2, 2022. The County shall ~~review and update the WSFWP at least every 5 years, within eighteen (18) months after the adoption of an update to~~ coordinate with the staff of the South Florida and Southwest Florida Water Management District~~s as~~ related to future Regional Water Supply Plans~~ are updated~~. Any changes that occur within 5 years of the WSFWP shall be included in the Capital Improvements Plan update, if applicable, to ensure consistency between both the Water Management Districts and the Capital Improvements Element~~After completion of the updates to the Water Management District Plans, the County shall update its 10-Year Water Supply Facilities Work Plan and related water supply policies to address alternative water sources and needed capital improvements~~ .

INFRASTRUCTURE ELEMENT

The areas within the Infrastructure Element that propose text amendments to existing Goals, Objectives, and Policies are in Goal 4, Objective 1 and Policy 1.1, Objective 2 and Policy 2.1, and Objective 6 and Policies 6.1 and 6.3. These proposed text amendments are presented in legislative format.

INFRASTRUCTURE ELEMENT:

GOAL 4: TO COLLABORATE WITH AND SUPPORT THE UTILITY PROVIDERS THAT SERVE THE UNINCORPORATED PORTIONS OF HIGHLANDS COUNTY IN PROVIDING SUFFICIENT POTABLE WATER, AS ~~DETERMINED BY A~~ IDENTIFIED IN THE 10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE, THAT IS ALLOCATED THROUGH AN EFFICIENT AND EFFECTIVE SERVICE PROVIDER PROGRAM, THAT PROMOTES ~~INCORPORATES~~ WATER CONSERVATION AND ~~RECLAMATION~~RECLAIMED WATER USE, AVAILABLE TO ALL NEW DEVELOPMENT AND, WHERE APPROPRIATE ~~APPLICABLE~~, EXISTING DEVELOPMENT THAT IS CONSISTENT.

ARTICLE II. OBJECTIVE 1: ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS

Recognize that properly located, designed and regulated on-site sewage treatment and disposal systems will serve as a means of wastewater treatment in residential areas of less than one dwelling unit per gross acre.

All new ~~created~~ residential development ~~areas~~ with a gross density greater than one dwelling unit per gross acre, new multi-family development, new commercial development, new industrial development, and new public and private meeting places shall be served by a central wastewater system and shall coordinate with the appropriate utility provider~~s~~ that serves the unincorporated portions of the County unless central wastewater is not available within a quarter mile and fewer than three equivalent residential units (ERUs) are generated by the use or as specified in the Land Development Regulations. Connection shall be required in accordance with Florida Statutes and the Florida Administrative Code.

Policy 1.1: LDRs to Comply with State Code

The County shall continue to review and modify, where necessary, its Land Development Regulations to assure that they are in conformance, at a minimum, with Chapter 64 E-6, Florida Administrative Code (F.A.C.) "Standards for On-Site Sewage Treatment and Disposal Systems" and that

the Land Development Regulations reflect the requirements of the Concurrency Management System.

OBJECTIVE 2: CENTRAL WASTEWATER SYSTEMS

Recognize that certain land uses, and development densities and intensity require central wastewater systems and require coordination with utility providers for the unincorporated portions of the County.

Policy 2.1: Central Wastewater Density Threshold, Development Standards, and Levels of Service

A. All new establishments and residential units that are required by the policies of this objective to be served by a central wastewater system, shall connect to central wastewater collection lines at the time of initial development, but only where the nearest wastewater line is located closer than one-quarter mile from the property line boundary, as measured and accessed via existing easements or rights-of-way consistent with State rules and guidelines.

B. The County shall continue to review and modify, where necessary, its Land Development Regulations to assure that:

1. Central wastewater systems shall be provided:

a. For residential development with ~~In Highlands County where land is developed at~~ densities greater than one dwelling unit per gross acre unless central wastewater is not available within a quarter mile and fewer than three equivalent residential units (ERUs) are generated by the use or as specified in the Land Development Regulations,

b. For mobile home parks and campground development and districts,

c. For all new commercial and industrial development (except as otherwise allowed on septic systems),

d. Except as otherwise provided herein, existing developments utilizing on-site wastewater treatment and disposal systems will be required to connect to central wastewater treatment facilities when made available consistent with the requirements of Florida Statutes and the Florida Administrative Code.

2. When domestic wastewater flows are expected to exceed 10,000 gallons per day per establishment (pursuant to Chapter 64 E-6, Florida Administrative Code) or, notwithstanding the property's zoning district, all new

residential subdivisions with a gross density greater than one dwelling unit per acre shall be served by a central wastewater system.

3. All newly constructed private central wastewater systems shall be engineered for eventual integration into a publicly operated interceptor central wastewater network.

4. The County shall coordinate with the utility providers for the unincorporated areas to meet the minimum Level of Service standard in the design of wastewater treatment plants ~~shall be~~ as follows:

RV Park	75 gpcd
Mobile Home Park	100 gpcd
Single-Family Subdivision	120 gpcd
Multi-Family Development	120 gpcd

5. Standards for the proper location, construction, operation, monitoring, reporting, and maintenance of package wastewater treatment plants shall be included in the LDRs.

C. Whenever connection to a private or public central wastewater system is refused by an operator; is unavailable at the time of construction; or, whenever connection points to an interceptor are more than one-quarter mile from the property line boundary of the project, the County shall require connection to a central wastewater system available from a utility provider consistent with the requirements of Florida Statutes and the Florida Administrative Code. The County may approve an incremental or phased installation of a central wastewater system to accommodate the development.

OBJECTIVE 6: SUPPORT THE UTILITY PROVIDERS THAT SERVE THE UNINCORPORATED PORTIONS OF HIGHLANDS COUNTY TO ENSURE~~IN PROVIDING~~ SUFFICIENT POTABLE WATER CAPACITY IS AVAILABLE TO RESIDENTIAL AND NON-RESIDENTIAL USERS ~~WITHIN WATER SERVICE AREAS~~ CONSISTENT WITH THE WATER SUPPLY FACILITIES WORK PLAN

Utilize the data, analysis, and recommendations of the Supply Facility Work Plan (WSFWP) as a guide to monitor water providers serving unincorporated portions of Highlands County.

Policy 6.1: Water Supply Plan Updates

A. Highlands County shall coordinate with the staff of the South Florida and Southwest Florida Water Management Districts as Regional Water Supply Plans are updated. The County shall review and update the Highlands County 10-Year Water Supply Facilities Work Plan (WSFWP) at least every five (5) years, w~~W~~ithin eighteen (18) months after the adoption ~~of completion~~ of ~~the~~ updates to the South Florida and Southwest Florida Water Management District Regional Water Supply Plans. Any changes to occur within the first five (5) years of the WSFWP shall be included in the annual Capital Improvements Plan update to ensure consistency between the infrastructure and Capital Improvements Elements.~~the County shall update its 10-Year Water Supply Facilities Work Plan and related water supply policies to address alternative water sources, water conservation and needed capital improvements.~~

B. The County hereby adopts by reference the Highlands County 10-Year Water Supply Facilities Work Plan (WSFWP) Update 2022-2032, dated *[insert adoption date of this Plan Update]* ~~., and titled "10-Year Water Supply Facilities Work Plan Update 22017-2027."~~ The WSFWP ~~Work Plan~~ addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the County.

Policy 6.3: Study Existing Public Water Systems

The County staff shall monitor public and private water facilities ~~the entity~~ having operational responsibility in the unincorporated portions of Highlands County as they continue to compile data on current demand, level of service, and an analysis of the general performance for each identified ~~public and private~~ potable water facility. The information generated by this survey shall be used as reference material for implementing Future Land Use Policy 6.2.

A. The County shall coordinate with the utility providers to identify and monitor water supply source deficiencies and improvements needed to serve ~~serving~~ unincorporated portions of Highlands County consistent with ~~as tracked by~~ the County's 10-Year Water Supply Facilities Work Plan.

B. The County shall coordinate with the utility providers to identify and monitor water supply demands created by new development within the County for ~~their~~ impacts upon public water supply providers and as it pertains to their respective 10-Year Water Supply Facilities Work Plan and the Regional Water Supply Plans of the SWFWMD and the SFWMD.

C. Where practical, the County shall assist ~~the~~ utility providers to decentralize their potable water by locating new wells and associated water supply infrastructure in strategic locations to ensure ~~assure~~ sufficient water pressures throughout the system and to distribute aquifer draw downs.

A. The County shall coordinate with and strongly encourage utility providers, wherever possible, to construct loops within their ~~its~~ water distribution systems~~, comprising loops,~~ to more evenly maintain consistent water pressure.

INTERGOVERNMENTAL COORDINATION ELEMENT

The areas within the Intergovernmental Coordination Element that propose text amendments to existing Objectives and Policies are in Objective 8, Policies 8.1 8.2, 8.3, and 8.4. These proposed text amendments are presented in legislative format. The Intergovernmental Coordination Goal is provided for context only.

INTERGOVERNMENTAL COORDINATION ELEMENT:

GOAL: TO PROVIDE EFFECTIVE GOVERNMENT AND ADEQUATE PUBLIC SERVICES USING INTERGOVERNMENTAL COORDINATION TO MAXIMIZE EFFICIENCY IN PROVIDING SERVICES AND FACILITIES, TO REDUCE DUPLICATION OF EFFORT AND TO SOLVE COMMON PROBLEMS WITHIN THE 2010 TO 2030 PLANNING PERIOD.

OBJECTIVE 8: JOINT PLANNING AREAS

As provided under the authority of Section 163.3171, Florida Statutes, Highlands County shall, in conjunction with the municipalities of Avon Park, Sebring and Lake Placid, establish and implement joint municipal planning areas through inter-local agreements.

Policy 8.1: Municipal Growth and Provision of Services

The County shall continue to coordinate with the municipalities of Avon Park, Sebring and Lake Placid, and other jurisdictions as appropriate, to implement a joint planning area and process ~~and delineate the~~, which includes identifying the delineation, direction and extent of municipal growth to ~~for the purpose of ensuring~~ ensure adequate, efficient and equitable provision of needed services.

Policy 8.2: Joint Planning Areas with the Municipalities

Highlands County shall establish joint planning areas with the municipalities of Avon Park, Sebring and Lake Placid (and shall identify such areas in the County's Future Land Use Map series) and may ~~consider developing~~ develop interlocal agreements for planning within these areas.

The inter-local agreements shall provide procedures for annexation consistent with the provisions of Florida Statutes, Chapter 171, Part 1, *Municipal Annexation and Contraction,* and Part II, *Interlocal Service Boundary Agreements,* and development review, in relation to the existing Comprehensive Plans and Land Development Codes of adjacent jurisdictions;~~,~~ and shall map joint infrastructure service areas.

Policy 8.3: Joint Planning Areas – Minimum Considerations

When establishing boundaries for joint municipal planning areas, Highlands County and the municipalities shall, at a minimum, consider previously established planning area boundaries, municipal and county infrastructure service areas, existing and planned jurisdiction boundaries ~~lines~~ and local comprehensive plans.

Policy 8.4: Annexed Property – Regulatory Status

Subsequent to establishing an inter-local agreement and as long as it remains in effect, the following provisions shall apply to the unincorporated area located within an established municipal planning area consistent with the provisions of Florida Statutes, Section 171.062, *Effects of Annexation or Contractions*:

A. An amendment to the applicable municipal comprehensive plan shall be required in order to include such unincorporated areas within the municipal plan.

B. The Highlands County Comprehensive Plan and implementing Land Development Regulations shall remain in effect for all unincorporated areas. Upon annexation, the applicable local comprehensive plan and land development regulations shall be determined as follows:

1. If Provision A. above has been accomplished, the municipal comprehensive plan and land development regulations shall take effect at the time of voluntary annexation subject to a determination by the Highlands County Local Planning Agency that the requirements contained in the applicable inter-local agreement have been satisfied and subject to the completion of any subsequent final plan amendment action that may be required, or

The Highlands County Comprehensive Plan and Land Development Regulations shall remain in effect until the municipality adopts a municipal plan and zoning amendment that includes the annexed area

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER:	**Laney Stearns, Public Safety Director** **Tanya Cannady, Business Services Director**
SUBJECT/TITLE:	**Public hearing to approve Final Resolution 21-22-152 of the Highlands County Fire Protection Municipal Service Benefit Unit pertaining to the re-imposition of the fire protection special assessment.**

STATEMENT OF ISSUE

On August 3, 2021, the Board approved Resolution 20-21-132, which authorized up to a 7% increase each fiscal year, for the next 5 years provided a public hearing is conducted. This Final assessment resolution, if approved will authorize staff to increase the assessment by the 7% as detailed in the resolution.

RECOMMENDED ACTION

Move to approve Final Resolution 21-22-152 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 for purpose and definitions; providing for the re-imposition of the fire protection assessment; providing for effect of this resolution; providing a savings clause; providing for scrivener's errors; providing for conflicts providing severability; and providing an effective date.

FISCAL IMPACT

The fiscal impact to Fund 181 (Fire Assessment) increases 7% for each of the 5 assessment categories, which will increase the annual assessment revenue budget by approximately $704,608 for fiscal 22/23. The current annual assessment budget is $5,984,476 and next year's estimated assessment budget will be $6,689,084.

Attachments: Resolution Final Reimposition Fire Assess.FY22-23.SGS.pdf
7-10-22 Tear Sheet Fire Assessment.pdf

RESOLUTION NO. 21-22-152

(FINAL Fire Protection Assessment Fiscal Year 2022-23)

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 THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION SPECIAL ASSESSMENTS; PROVIDING A DETERMINATION OF FIRE SERVICES ASSESSED COSTS AND ESTABLISHMENT OF ANNUAL FIRE PROTECTION SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022-23; PROVIDING FOR AN ASSESSMENT ROLL; PROVIDING FOR METHOD OF COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING AS SAVINGS CLAUSE; 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, 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, on August 3, 2021, the County adopted the updated final fire assessment through Resolution No. 20-21-131 ("Updated Final Fire Assessment Resolution"); and

WHEREAS, the Updated Final Fire Assessment Resolution contemplated an annual increase in increments of not more than seven percent (7%) each fiscal year, for the five (5) years following fiscal year 2021-2022, provided a public hearing is conducted prior to September 1 of each such year with the adoption of a Resolution reflecting the approved increase; and

WHEREAS, the Final Initial Assessment Resolution and the Updated Final Assessment Resolution contain and reference 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 County's Code; and

WHEREAS, the legislative determinations of special benefit and fair apportionment embodied in the County' Code, the Final Initial Assessment Resolution, the Updated Preliminary Fire Assessment Resolution and the Updated Final Fire Assessment Resolution are affirmed and incorporated herein by reference; and

WHEREAS, pursuant to Chapter 9, Article XLI (41), Division 3, Section 9-627, of the Highlands County Code of Ordinances, so long as any increase in the annual Fire Protection Assessment does not increase above the parameters set forth in the Updated Final Fire Assessment Resolution, the County is not required to adopt a preliminary assessment resolution and may proceed directly to the levy of a final annual fire assessment; and

WHEREAS, as set forth in Chapter 9, Article XLI (41), Division 3, Section 9-623, of the Highlands County Code of Ordinances, the County Administrator caused a notice to be published, in a newspaper of general circulation in the County, advertising the public hearing to be held related to the proposed increase in the Fire Protection Assessment for Fiscal Year 2022-23, proof of publication attached hereto as **Exhibit "A"**; and

WHEREAS, by this final annual Fire Assessment Resolution for fiscal year 2022-23, the County desires to re-impose Fire Protection Assessments pursuant to and in accordance with the increase parameters set forth in the Updated Final Fire Assessment Resolution for the funding of fire protection services, facilities and/or programs that provide special benefits to Assessed Property within the County.

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. 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 Assessment Resolution.

SECTION 3. Determination of Fire Protection Assessed Costs and Establishment of Annual Fire Protection Special Assessments for Fiscal Year 2022-23.

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, 2022, is $6,689,084.

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, 2022, is hereby established as follows:

Fire Protection Special Assessment Rates Fiscal Year 2022-23
(100% of Assessable Costs)

Residential Property Use Category	**Rate Per Square Foot**
Residential	$.05243
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial Industrial/Warehouse Institutional	$.07865 $.06738 $.07865
Land Property Use Category	**Rate Per Parcel**
Vacant Land	$26.95095

The Estimated Gross Revenue for Fiscal Year 2022-23 is $7,041,141; estimated 5% uncollectable rate of $352,057; Estimated Net Revenue, therefore, is $6,689,084.

i. Recreation vehicle park property will be treated as commercial property. It is fair and reasonable to treat each space within recreation vehicle ("RV") park property, whether rented or vacant, as a building of commercial property and assign the square footage of 191 square feet, which is the average size of a recreational vehicle according to the Florida Association of RV Parks and Campgrounds, unless the Property Appraiser provides the actual square footage.

ii. Mobile Home lots will be treated as residential property. It is fair and reasonable to treat each space within the mobile home park as a building of residential property and to assign each space an amount of 720 square feet. Actual square footage shall be assessed for each mobile home when the data is available.

iii. 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

81	Military
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

iv. 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.

v. 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.

vi. 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 2022-23. 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.

vii. 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, 2022, as provided in Section 4 of this Preliminary Rate Resolution.

C. The above stated Fire Protection Assessment rates may be increased annually in increments of not more than seven percent (7%) each fiscal year, for the five (5) fiscal years following fiscal year 2021-2022, provided a public hearing is conducted prior to September 1 of each such year with the adoption of a Resolution reflecting the approved increase. Notice of the public hearing required hereunder shall be provided by publication only pursuant to Highlands County Code of Ordinances, Section 9-623.

SECTION 4. Assessment Roll. The County Administrator is hereby directed to prepare, or cause to be prepared, an Assessment Roll for the Fiscal Year commencing October 1, 2022. 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 Resolution.

SECTION 5. 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, 2022.

SECTION 6. 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 7. Savings Clause. All prior actions of Highlands County pertaining to this Preliminary Assessment Resolution and the fire 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 8. 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 9. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. 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 11. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 2nd day of August 2022.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____

KATHLEEN G. RAPP, CHAIRPERSON

ATTEST:

_____

Jerome Kaszubowski, Clerk of Court

Exhibit "A"
Proof of Publication

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

Case No. NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE FIRE ASSESSMENT FISCAL YEAR 2022-23

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News-Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

JULY 10, 2022

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Sworn to and subscribed before me this 11th day of July, 2022 by Janet Emerson, who is personally know to me.

Romona D. Washington, Editor, Notary Number: GG 333543
Notary expires: June 20, 2023

NOTARY PUBLIC STATE OF FLORIDA
ROMONA D WASHINGTON
Commission # GG 333543
Expires June 20, 2023
Bonded Thru Budget Notary Services



AMITHA THENNAKOON/AP PHOTO

Police use water canon and tear gas to disperse the protesters in Colombo, Sri Lanka, Saturday, July 9, 2022. Sri Lankan protesters demanding that President Gotabaya Rajapaksa resign forced their way into his official residence on Saturday.

Protesters set fire to home of Sri Lankan PM

By KRISHAN FRANCIS
The Associated Press

COLOMBO, Sri Lanka — Protesters broke into the Sri Lankan prime minister's private residence and set it on fire, hours after he said he would resign when a new government is formed, in the biggest day of angry demonstrations on Saturday that also saw crowds storming the president's home and office.

The office of Prime Minister Ranil Wickremesinghe said the protesters forced their way into his Colombo home on Saturday evening. It wasn't immediately clear if he was inside at the time of the attack.

Wickremesinghe said earlier that he will resign only when all parties have agreed on a new government.

He was responding to a call by leaders of political parties represented in Parliament that he and President Gotabaya Rajapaksa quit, after tens of thousands of people trooped to the capital to vent their fury at the leaders they hold responsible for the nation's worst economic and political crisis.

"Today in this country we have a fuel crisis, a food shortage, we have the head of the World Food Program coming here and we have several matters to discuss with the IMF. Therefore, if this government leaves there should be another government," Wickremesinghe said in a voice statement.

But he made it clear he will not step down before a new government is formed, angering crowds that moved near his home to force him to leave office immediately.

Wickremesinghe said he suggested to the president to have an all-party government, but didn't say anything about Rajapaksa's whereabouts. Opposition parties in Parliament were currently discussing the formation of a new government.

Rajapaksa appointed Wickremesinghe as prime minister in May in the hope that the career politician would use his diplomacy and contacts to resuscitate a collapsed economy. But people's patience wore thin as shortages of fuel, medicine and cooking gas only increased and oil reserves ran dry.

Abe's death raises security questions as Japan mourns

By MARI YAMAGUCHI
The Associated Press

TOKYO — A top police official on Saturday acknowledged possible security lapses that allowed an assassin to fire his gun into former Japanese Prime Minister Shinzo Abe while he was addressing a campaign rally, raising questions how could the attacker get so close behind him.

Abe was shot in the western city of Nara on Friday and airlifted to a hospital but died of blood loss. Police arrested the attacker, a former member of Japan's navy, at the scene. Police confiscated his homemade gun and several others were later found at his apartment.

The attacker, Tetsuya Yamagami, told investigators he acted because he believed rumors that Abe was connected to an organization that he resents, police said. Japanese media reported that the man had developed hatred toward a religious group that his mother was obsessed about and that caused his family financial problems. The reports did not specify the group.

On Saturday, a black hearse carrying Abe's body and accompanied by his wife, Akie, arrived at his home in Tokyo's upscale residential area of Shibuya. Many mourners, including top party officials, waited for his remains and lowered their heads as the vehicle passed.

Nara prefectural police chief Tomoaki Onizuka said Abe's assassination was his "greatest regret" in a 27-year career.

"I cannot deny there were problems with our security," Onizuka said. "Whether it was a setup, emergency response, or ability of individuals, we still have to find out. Overall, there was a problem and we will review it from every perspective."

Abe's assassination ahead of today's parliamentary election shocked the nation and raised questions over whether security for the former prime minister was adequate.

Some observers who watched videos of the attack noted a lack of attention in the open space behind Abe as he spoke.

A former Kyoto prefectural police investigator, Fumikazu Higuchi, said the footage suggested security was sparse at the event and insufficient for a former prime minister.

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE FIRE ASSESSMENT FISCAL YEAR 2022-23

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, will hold a public hearing to consider an increase in the Fire Protection Assessment, in an amount not to exceed seven percent (7%), of the rates levied against the benefited properties, as adopted by Highlands County Fire Protection Ordinance 17-18- 04 and further set forth in Highlands County Resolution 20-21-132. This notice is given pursuant to Florida Statutes, Section 197.3632.

The public hearing will be held on Tuesday, August 2, 2022, at 9:00 a.m., or as soon thereafter as can be heard, at the Government Center Boardroom, 600 S. Commerce Ave., Sebring, Florida. All persons have the right to appear and be heard at the public hearing and the right to file written objections with Highlands County, Florida, within twenty (20) days of the publication of this notice. Written objections should be delivered to Highlands County Non- Ad Valorem Assessment Department, 600 S. Commerce Avenue, Sebring, FL 33870.

The estimated total revenue expected to be collected from the Fire Protection Special Assessment for the Fiscal Year beginning October 1, 2022, is $6,689,084.

The Fire Protection Special Assessments will appear on the annual tax bill and will be collected by the Tax Collector, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in loss of title to the property.

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

If you have any questions, please contact the Non-Ad Valorem Assessment Department at (863) 402-6500; Monday through Friday between 8:00 am and 5:00 pm.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Florida Statutes, Section 286.26, should contact Human Resources, ADA Coordinator at 863-402-6509 (Voice) Via Florida Relay Service 711, or by e-mail: HRmanager@highlandsfl.gov. Address: 600 S. Commerce Avenue, Sebring, FL 33870. Request for cart or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

adno=00097765

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA AS THE BOARD OF SUPERVISORS OF THE SUN N LAKES OF LAKE PLACID RECREATION DISTRICT

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, sitting as the Board of Supervisors of the Sun N Lakes of Lake Placid Recreation District will hold a public hearing to consider a change in the categorization of the Sun N Lakes of Lake Placid Special Recreation District non-ad valorem assessment levied against residential properties located within the District, as the boundary was increased through Highlands County Ordinance 21-22-21, on May 17, 2022, for the purpose of providing for the financing of costs for projects for the District. This notice is given pursuant to Florida Statutes, Section 197.3632.

The public hearing will be held on Tuesday, August 2, 2022, at 9:00 a.m., or as soon thereafter as can be heard, at the Government Center Boardroom, 600 S. Commerce Ave., Sebring, Florida. All affected property owners have the right to appear and be heard at the public hearing and the right to file written objections with the Board of Supervisors within twenty (20) days of the publication of this notice. Written objections should be sent to Highlands County Non-Ad Valorem Assessment Department, 600 S. Commerce Ave., Sebring, FL 33870.

Any person who decides to appeal any decision made by the Board of Supervisors of Sun N Lakes of Lake Placid Recreation District in a public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

Each parcel in the special district described above will be subject to an annual Sun N Lakes of Lake Placid Special Recreation District non-ad valorem assessment in the amount not to exceed $35.00 for each parcel, beginning October 1, 2022, which will be collected for a period of more than one year and will continue from year to year as provided in Florida Statutes Section 197.3632(6), Florida Statutes.

The estimated total revenue expected to be collected with the maximum annual assessment of $35.00 for each parcel is $259,350, for Fiscal Year 2022-2023 and subsequent years.

The assessments will appear on the annual tax bill and will be collected by the Tax Collector, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in loss of title to the property.

If you have any questions, please contact the Non-Ad Valorem Assessment Department at (863) 402-6500; Monday through Friday between 8:00 am and 5:00 pm.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Florida Statutes, Section 286.26, should contact Human Resources, ADA Coordinator at 863-402-6509 (Voice) Via Florida Relay Service 711, or by e-mail: HRmanager@highlandsfl.gov. Address: 600 S. Commerce Avenue, Sebring, FL 33870. Request for cart or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

adno=00097766

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER:	**Jonathan Harrison, Road & Bridge Director** **Chris Mayhew, Invasive Plant Management Supervisor**
SUBJECT/TITLE:	**Request adoption of Resolution 21-22-147 for the Aquatic Spraying Cost Share Program Policy.**

STATEMENT OF ISSUE

Highlands County Board of County Commissioners directed staff to present an option for an Aquatic Spraying Cost Share Program for the benefit of residents living on lakes with public access that do not receive FWC/State funding for vegetation control. This option presented was written mirroring other similar programs (Public Right-of-Way Agreement and Road Improvement Program) already put in place by the Board. This allows residents living on the qualifying lakes to petition the County for spraying needs as long as they provide a completed petition recognizing 51% adjacent property owner support.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-147 for the Aquatic Spraying Cost Share Program Policy.

FISCAL IMPACT

The Fiscal Impact is an increase to General Fund not to exceed $10,000 each fiscal year.

Attachments: Res 21.22.147 - Aquatic Spraying Policy.SGS.pdf

RESOLUTION NO. 21-22-147

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE ADOPTION OF AN AQUATIC SPRAYING COST SHARE PROGRAM POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF POLICY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County adopts and maintains various policies in order to ensure the most efficient and effective performance of its County Departments and County services; and

WHEREAS, from time to time, it is necessary for the County to adopt, amend, revise and/or restate certain of its policies in order to better express the vision of the County and accommodate the operations thereof; and

WHEREAS, the County desires to establish an Aquatic Spraying Cost Share Program Application and Agreement; and

WHEREAS, the County has determined that it is in its best interest to adopt an Aquatic Spraying Cost Share Policy as set forth herein.

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. Adoption of Policy. Highlands County hereby adopts the Aquatic Spraying Cost Share Program Policy attached hereto as **Exhibit "A"**.

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 the Board of County Commissioners of Highlands County pertaining to the adoption of the Aquatic Spraying Cost Share Program, 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 _____, 2022.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk

Aquatic Spraying Cost Share Program
Highlands County Public Lakes

POLICY:

This Policy sets forth and shall be known as the Highlands County Aquatic Spraying Cost Share Program and pertains to aquatic spraying of exotic invasive vegetation on certain specified public lakes which are not owned and/or maintained by the County through its regular vegetation control program.

QUALIFYING LAKES:

The lakes which qualify for the Highlands County Aquatic Spraying Cost Share Program are:

- Lake Denton
- Lake Persimmon
- Little Lake Bonnet
- Wolf Lake

The qualifying lakes shall be referred to collectively and singly hereinafter as "Lake". The County reserves the right to amend the list of Lakes in its sole and absolute discretion.

A. CRITERIA:

1. Viable access via a boat ramp on the Lake must continue to be present.

2. Only exotic invasive vegetation will be eligible for herbicide application.

3. Maintenance activities can be administered over multiple applications and/or days in the sole discretion of the County.

4. 51% of the owners of the total number of individual lots/parcels of land immediately bordering a Lake must be represented on the Petition for participation in the Highlands County Aquatic Spraying Cost Share Program.

5. A Petition may only be approved upon a 50/50 cost share wherein the Petitioners submit 50% of the total estimated cost for the aquatic spraying maintenance activity, as determined by the County in its sole discretion. Spraying activities shall not begin until the 50% match amount is paid in full by the Petitioners.

B. REQUIRED PROCESS

1. The Petitioner property owners shall choose one spokesperson to represent their Petition for participation in the Highlands County Aquatic Spraying Cost Share Program.

2. A complete Petition, shall be accompanied by a $250.00 non-refundable payment in the form of one single cashier's, bank or certified check, made payable to Highlands County. . The County may from time to time amend the Petition fee through the adoption of its annual master fee schedule.

3. A Road & Bridge representative will review the Petition and, as soon as practical, will notify the spokesperson of the findings related to the Petition, as well a cost estimate for the completion of that maintenance activities on the Lake.

4. The spokesperson shall submit the 50% match of the cost estimate to the County, in the form of one single cashier's, bank or certified check, made payable to Highlands County .

5. Once the payment has cleared, the County will provide the spokesperson with a written report indicating the schedule for the spraying maintenance activities to be performed.

C. RESTRICTIONS:

1. Budget and operational fund availability for the Highlands County Aquatic Spraying Cost Share Program shall not exceed $10,000 in a fiscal year. If all funding in a fiscal year is expended, the County, in its sole discretion, may deny a new Petition for participation in the Highlands County Aquatic Spraying Cost Share Program.

2. The County in its sole discretion reserves the right to contract any or all or portions of the aquatic spraying maintenance activities to an approved outside vendor(s).

3. Cost estimates for participation in the Highlands County Aquatic Spraying Cost Share Program will be determined by the County in its sole discretion based on market information available at the time the estimate is prepared. Each estimate may vary.

4. Highlands County shall not be liable for nor shall it assume any responsibility for future maintenance activities on any Lake by virtue of the approval of a Petition and its agreement to share in the cost of and perform spraying activities on a Lake.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

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

SUBJECT/TITLE: **Request adoption of Resolution No. 21-22-112 to Vacate a Drainage and Utility Easement – 3304 and 3306 N. Horseshoe Dr., Avon Park, FL 33825**

STATEMENT OF ISSUE

Attached is Resolution No. 21-22-112 to vacate that portion of the boundary between Lot 18 and Lot 19 Block 3, of HORSESHOE SUBDIVISION ADDITION, as recorded in Plat Book 14, Page 41, of the Public Records of Highlands County, Florida and being more particularly described as follows:

A 15-foot Drainage & Utility Easement lying 7.5 feet on each side of the boundary between Lots 18 and 19 of HORSESHOE SUBDIVISION ADDITION, as recorded in Plat Book 14, Page 41 of the Public Records of Highlands County, Florida, LESS and EXCEPT any portion of said easement lying within 20 feet of the north boundary of said subdivision. Parcel Identification Numbers: C-03-33-29-020-00A0-0180 and C-03-33-29-020-00A0-0190

SITE ADDRESS: 3304 and 3306 North Horseshoe Drive, Avon Park, FL 33825

All utility companies, as well as the pertinent County departments, have been notified and have no objections. Kyle and Taylar Thompson have filed a petition to vacate that portion of the platted drainage and utility easement boundary between Lot 18 and Lot 19 Block 3, of HORSESHOE SUBDIVISION ADDITION, as recorded in Plat Book 14, Page 41, of the Public Records of Highlands County, Florida.

The applicant's reason for vacating this portion of the easement is due to the applicant's desire to construct a new home and an existing easement runs down the middle of the proposed two lots to be used for construction.

RECOMMENDED ACTION

Move to adopt Resolution No. 21-22-112 to vacate a portion of the existing drainage and utility easement as described in the resolution effectively closing, vacating, abandoning, and discontinuing all rights of the county and the public in and to the easement and any lands in connection herewith.

FISCAL IMPACT

There is no fiscal impact.

Attachments: 3304 and 3306 N Horseshoe Drive Complete Agenda Packet.pdf

RESOLUTION NO.: 21-22-112

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF AN EASEMENT ON THE PLAT OF HORSESHOE SUBDIVISION ADDITION, AS PARTICULARLY DESCRIBED HEREIN, AS REQUESTED BY KYLE AND TAYLAR THOMPSON; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF RIGHT OF WAY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the petition of Kyle and Taylar Thompson (Petitioner), requesting that Highlands County vacate an easement as described herein and renounce and disclaim the rights of the County and of the public in and to said easement as so described on each side of the boundary between Lots 18 and 19 of HORSESHOE SUBDIVISION ADDITION, as recorded in Plat Book 14, Page 41 of the Public Records of Highlands County, Florida, LESS and EXCEPT any portion of said easement lying within 20 feet of the north boundary of said subdivision, was presented to the County Engineer; and

WHEREAS, on July 13, 2022, and July 20, 2022, the Petitioner, published a notice of public hearing and intent to petition the County to vacate the easement described herein in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on August 2, 2022, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and the vacation of the easement and disclaimer of interest described herein will not adversely affect the ownership rights of any person or the right of convenient access of any person.

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

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

SECTION 2. Vacation of Easement. That Easement as described below is hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to the Easement and the lands so described are hereby renounced and forever disclaimed:

A 15-foot Drainage & Utility Easement lying 7.5 feet on each side of the boundary between Lots 18 and 19 of HORSESHOE SUBDIVISION ADDITION, as recorded in Plat Book 14, Page 41 of the Public Records of Highlands County, Florida, LESS and EXCEPT any portion of said easement lying within 20 feet of the north boundary of said subdivision.

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

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

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

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

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

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

PASSED AND ADOPTED this 2nd day of August 2022.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Kathleen G. Rapp, Chairperson

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: KYLE AND TAYLAR THOMPSON
3217 NORTH HORSESHOE DRIVE
AVON PARK, FLORIDA, 33825

This is to petition the Board of County Commissioners to consider vacating an easement, as shown on the attached map, legal description as follows:

A 15-foot Drainage & Utility Easement lying 7.5 feet on each side of the boundary between Lots 18 and 19 of HORSESHOE SUBDIVISION ADDITION, as recorded in Plat Book 14, Page 41 of the Public Records of Highlands County, Florida, LESS and EXCEPT any portion of said easement lying within 20 feet of the north boundary of said subdivision.

Street address: 3304 and 3306 Horseshoe Drive, Avon Park, Florida

The petition is being requested for the following reason:
We are wanting to build a new concrete block home situated on both properties. Address and legal description listed above.

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 to the date of hearing.

Kyle Thompson

Taylar Thompson

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



G:\Wacate Easements\2022\3304 & 3306 N Horseshoe Dr\Maps\3304-3306 N. Horseshoe Easement Vacation.mxd Date Saved: 4/13/2022 bdorey

PLAT BK. 14 PG. 41

PLAT BOOK____ PAGE____

HORSESHOE SUBDIVISION ADDITION

Being a Portion of

Sections 2 & 3 - Township 33 South - Range 29 East

Highlands County, Florida



NOTE

- ⊙ DENOTES PERMANENT REFERENCE MONUMENT
- ⊕ DENOTES PERMANENT CONTROL POINT
- ____ DENOTES DRAINAGE &/OR UTILITY EASEMENT

Bearing system based on North line of Section 3-33-29

CURVE NO.	RADIUS R	DELTA Δ	ARC A	CHORD C	CHORD BEARING CB
1	150.00'	40°13'14.4"	105.30'	103.15'	N 39°18'44.1" E
2	150.00'	119°08'16.8"	311.86'	256.85'	S 89°55'30.7" E
3	125.00'	40°13'14.8"	87.75'	85.96'	N 39°18'44.8" E
4	125.00'	119°18'16.6"	260.28'	215.74'	S 29°55'30.7" E
5	175.00'	40°13'14.1"	122.85'	120.34'	N 39°18'44.1" E
6	150.00'	103°51'22.9"	284.37'	242.48'	S 15°36'56.5" E
7	20.00'	61°50'38.8"	21.31'	20.31'	N 60°16'55.4" E
8	20.00'	118°57'21.5"	41.52'	34.68'	S 29°43'36.6" E
9	175.00'	22°55'05.1"	70.00'	69.53'	N 61°39'39.4" E
10	175.00'	173°18'04.1"	52.83'	52.65'	N 81°46'17.4" E
11	140.00'	01°55'14.4"	9.42'	9.42'	S 87°46'41.7" E
12	150.00'	13°22'14.3"	43.49'	43.35'	S 73°13'23.7" E
13	150.00'	20°51'05.9"	54.59'	54.29'	S 54°42'05.7" E
14	150.00'	20°51'05.9"	54.59'	54.29'	S 33°50'59.8" E
15	150.00'	20°51'05.9"	54.59'	54.29'	S 12°59'53.9" E
16	150.00'	20°51'05.9"	54.59'	54.29'	S 07°51'11.9" W
17	150.00'	24°00'10.7"	29.97'	29.92'	S 24°46'10.7" W

PREPARED BY:
C. A. Peterson, Inc.
CLEARWATER & BEDFORD, FLORIDA

W.O.# 0784 DATE OF PREPARATION 4-10-85

554376

LEGAL DESCRIPTION:

Commence at the Northeast corner of Section 3 or the Northeast corner of Section 2, Township 33 South, Range 29 East, Highlands County, Florida, also the P.O.B.; thence run along the North line of the said Section 3, S 89° 27'37" E, 799.48'; thence S 29°43'36.6" W, 1,807.91' to the right-of-way centerline of Arbuckle Road; thence, along the said line, N 89°13'45" W, 525.72' to the southeasterly corner of HORSESHOE SUBDIVISION, as recorded in Plat Book 12, Page 30, Public Records of Highlands County, Florida; thence, along the easterly and northerly boundaries lines of the said subdivision, N 39°47'36.4" E, 990.55'; N 60°16'23.4" W, 200.00'; N 29°43'36.6" E, 32.14', along the arc of a curve to the right, R = 125.00', D= 20°28'33", A= 44.67', Ch= 44.43', Chb= N 39°57'53.1" E; and N 39°47'50.4" W, 285.96' to the P.O.B. and the northeasterly corner of the said HORSESHOE SUBDIVISION; thence, N 29°43'36.6" E, 81.58' to a point along the north boundary line of the said Section 3; thence, along the said boundary line, S 89°34'36" E, 234.37' to the P.O.B. Containing 837,404.28 square feet/19.2287 Acres MOL.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF HIGHLANDS S.S. KNOW ALL MEN BY THESE PRESENTS that DeWheta A. Lanier, the owner of the property entitled HORSESHOE SUBDIVISION ADDITION has caused the same to be surveyed, subdivided and mapped, certifies ownership of the property described hereon, and does hereby dedicate to the perpetual use of the Public the Roads and Easements as shown hereon, provided such Roads and Easements shall revert to the owners of their successors in the event such Roads and Easement are vacated, abandoned or otherwise cease to be used as public thoroughfares or are discontinued by law.

In witness whereof I have hereunto set my hand this 15th day of APRIL A.D. 1985.

Witness Witness DeWheta A. Lanier, Owner

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF HIGHLANDS S.S. I HEREBY CERTIFY that before me personally appeared DeWHETA A. LANIER, to me well known to be the person described in and who executed the foregoing instrument, and who acknowledges the execution thereof to be his free thereof freely and voluntarily.

In witness whereof I have hereunto set my hand and Notarial Seal this 15th day of April A.D. 1985.

Notary Public
State of Florida at Large
My commission expires: August 19, 1988.

Notary Public

CERTIFICATE OF SURVEYOR

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that this plat entitled HORSESHOE SUBDIVISION ADDITION, comprising one sheet, is a true and correct representation of a recent survey made and platted under my direction, and that it complies with the Department of Professional Regulation, Board of Land Surveyors' Minimum Technical Standards for land surveying as defined in Chapter 21 HH-6, Florida Administrative Code. I also certify that the Permanent Reference Monuments have been set and that the Permanent Control Points have been set or will be set in accordance with Chapter 177, Florida Statutes.

C. A. PETERSON, INC., Kami Targal, Registered Land Surveyor No. 2760 4-16-85
Date

CERTIFICATE OF APPROVAL
BY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
COUNTY OF HIGHLANDS

This is to certify that the Board of County Commissioners of Highlands County has officially approved this plat this 22nd day of APRIL A.D. 1985.

Signed Chairman of the Board
Attest Clerk of the Board

CERTIFICATE OF CLERK

STATE OF FLORIDA
COUNTY OF HIGHLANDS

Ed Keck, Clerk of the Circuit Court of Highlands County, Florida, do hereby certify that I have examined this plat and that it complies with and in the Laws of the State of Florida regulating the making of surveys and the filing for record of maps and plats and this day filed the same for record in Book 14 of Plats at Page 41 of the Public Records of Highlands County, Florida.

Witness my hand and official seal at Sebring, Highlands County, Florida, this 23rd day of April, 1985.

Clerk of the Circuit Court.

CERTIFICATE OF APPROVAL
BY COUNTY ATTORNEY

PLAT NAME: HORSESHOE SUBDIVISION ADDITION
This is to certify that the above captioned Plat has been examined and approved by me.

County Attorney
Highlands County, Florida

4-16-85
Date

CERTIFICATE OF APPROVAL
BY COUNTY ENGINEER

PLAT NAME: HORSESHOE SUBDIVISION ADDITION
This is to certify that the above captioned Plat has been examined and approved by me.

County Engineer
Highlands County, Florida

4-15-85
Date

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING DIRECTOR

This is to certify that on 4-16-85 the Highlands County Planning and Zoning Director approved the above plat.

Signed:
Planning and Zoning Director

PLAT BOOK 14 PAGE 41 Sheet 1 of 1

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER: **Ingra A. Gardner, Community Programs Director**

SUBJECT/TITLE: **Request Approval of State Housing Initiative Partnership (SHIP) Program Agreement, Mortgage, Promissory Note, and Land Use Restriction Agreement (LURA) for the Development of Affordable Rental Housing Between Highlands County and Highlands County Housing Authority, Inc.**

STATEMENT OF ISSUE

Highlands County faces an ever-increasing demand for affordable rental housing to provide shelter for a significant portion of its working resident population and to provide housing option for special needs populations, including elderly, disabled, veteran, and income eligible residents.
The Highlands County Housing Authority, Inc, a Florida not-for-profit corporation, has requested State Housing Initiative Partnership (SHIP) Program Funds in the amount of $115,900 for the completion of Willie Downs Villas, a 50-unit multi-family affordable housing complex at 2300 Hammock Road in Sebring. The construction commenced in August 2018 with a 1-year completion deadline. During the pandemic, this 5.7-million-dollar project has inched along, and progress was much slower than anticipated. The project is approximately 92% completed; however, the contractor is facing the challenges of paying current prices on a four-year old budget, two years beyond what was originally planned. SHIP assistance would make these 50 units available in the next few months. The assistance for this project will be in the form of a deferred payment promissory note secured by a junior lien mortgage which will not require payment unless default occurs within the thirty (30) year affordability period.
We are requesting the Board authorize the Chair to execute further documentation, forms and agreements related to this transaction as needed and approved by the County Attorney's Office, including a SHIP Agency Agreement, Land Use Restriction Agreement (LURA), Mortgage, and Promissory Note in substantially the same format as attached.

RECOMMENDED ACTION

Move to approve and authorize the Chair to execute the SHIP Agency Agreement, Mortgage, Promissory Note, and Land Use Restriction Agreement (LURA) for the development of Affordable Rental Housing between Highlands County and Highlands County Housing Authority, Inc. providing $115,900 of County SHIP funding.

FISCAL IMPACT

The fiscal impact is an expenditure from Fund 166 (SHIP) in the amount of $115,900.00 from the Program Income in FY 21/22 which are funds the SHIP program receives from clients that payback SHIP loans from prior years.

Attachments: Willie Downs - Highlands SHIP Agency Agreement 6-20-22.pdf
Willie Downs - Highlands SHIP LURA w CHANEY LURA 6-20-22.pdf
Willie Downs - Highlands SHIP Mort Note w CHANEY Note 081716.pdf

This instrument was prepared by:
Lucy Castillo – Housing Office
501 S. Commerce Ave.
Sebring, FL 33870

HIGHLANDS COUNTY
AFFORDABLE HOUSING DEVELOPMENT PROGRAM
AGENCY AGREEMENT
State Housing Initiative Partnership (SHIP) Program

THIS AGREEMENT is entered into as of the ____ day of ____, 2022, by **Highlands County Housing Authority, Inc.** (herein AGENCY)**, a Florida not-for-profit corporation**, whose principal address is **PO Box 1168, Sebring, FL 33871-1168,** and Highlands County (herein COUNTY), a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, FL 33870.

WHEREAS, the COUNTY provides funding for affordable housing for eligible persons as defined by the State Housing Initiative Partnership Program (herein SHIP), in Chapter 420, Part VII, Florida Statutes and Rule Chapter 67-37, Florida Administrative Code; and

WHEREAS, the AGENCY has applied for affordable housing funds as part of the financing needed for the completion of 12 units specifically described in the Scope of Work of real property, as defined below; Scope of Work attached as Exhibit A; and

WHEREAS, the COUNTY operates a program offering SHIP funds to provide such financing (herein Program); and

WHEREAS, the AGENCY desires to enter into this written Agency Agreement (herein Agency Agreement) assuring that the housing is developed in compliance with the terms and conditions imposed by the Program; and

WHEREAS, the COUNTY and the AGENCY have entered into a Promissory Note (herein Note), Mortgage (herein Mortgage) and Land Use Restriction Agreement (herein LURA) of even date;

NOW THEREFORE, in consideration of the promises and covenants contained herein, the AGENCY agrees as follows:

1. Use of SHIP PROGRAM Funds: The AGENCY shall use the SHIP funds provided to partially finance **the completion of a 50-unit affordable housing complex** on the following described property located in the County of Highlands, State of Florida at **2300 Hammock Rd. Sebring, FL 33780** (herein Property), more properly described as:

LEGAL DESCRIPTION
(herein Property)

The East ½ of the West ½ of the Southwest ¼ of the Southeast ¼, of Section 35, Township 34 South, Range 28 East, lying and being in Highlands County, Florida; LESS the South 50 feet thereof for road right of way.

The Project is to be developed as affordable residential rental housing in accordance with the Program. The AGENCY covenants that the Property will be rented to eligible tenants as defined below, for the later of : (i) **fifteen (15)** years, or (ii) until such time as the debt under the Mortgage and Note is forgiven or paid in full. This Agreement incorporates by reference terms and conditions described in the Mortgage and Note of even date and any other agreements enforcing the SHIP PROGRAM requirements associated with said Mortgage and Note. The budget for the Project is estimated to be **$115,900.00** of which, **$115,900.00** is provided by the COUNTY through the SHIP PROGRAM. Project construction will commence and be completed as defined and set forth in the affordable housing development schedule attached hereto as Schedule A. In no event will construction commence later than 90 days from the date of this Agreement nor will Project be completed later than 12 months from the date of this Agreement. Construction will progress in accordance with the construction schedule submitted by AGENCY to obtain financing and as incorporated in Schedule A.

2. Eligibility of SHIP -Assisted Units: The Property shall be for SHIP-Assisted unit for a duration, as defined in the Land Use Restriction Agreement (LURA) of even date.

3. Compliance: The AGENCY shall determine and verify the eligibility of tenants in accordance with Section 420.0004, F.S., meaning an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits. Additionally, the AGENCY shall determine and verify the eligibility of tenants in accordance with Chapter 67.002(21) of the Florida Administrative Code, "Persons Who Have Special Housing Needs" means individuals who have incomes not exceeding moderate-income, as defined under s. 420.9071(20), F.S., and, because of particular social, economic, or health-related circumstances, have greater difficulty acquiring or maintaining affordable housing, as defined under s. 420.9071(2). Such persons include: those who have encountered resistance to their residing in particular communities; suffered increased housing costs resulting from their unique needs and high risk of institutionalization; persons with developmental disabilities; persons with mental illness or chemical dependency; persons with Acquired Immune Deficiency Syndrome ("AIDS") and Human Immunodeficiency Virus ("HIV") disease; runaways and abandoned youth; public assistance recipients; migrant and seasonal farm workers; refugees and

entrants; the elderly; all disabled adults. The AGENCY shall determine and verify the income eligibility of tenants which shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination. The Annual Gross Income, as defined in Section 420.9071(4), F.S., must be used and the SHIP Program income limits cannot be exceeded. Rents for all SHIP-Assisted units shall be restricted to the SHIP PROGRAM Rent limits. Maximum eligible income and rent limits are revised annually and are available for the COUNTY. The AGENCY shall maintain complete and accurate income records pertaining to each tenant occupying a SHIP-assisted unit.

4. Assurance of Public Purpose: If the AGENCY accepts SHIP funds, the AGENCY covenants that if the AGENCY is unable or unwilling to develop the property in accordance with the terms and conditions incorporated herein, no lease, sale, or title transfer to any third party shall occur prior to giving the COUNTY, a 90 (Ninety) day notification, during which time the COUNTY shall have the right, solely at the COUNTY'S discretion, to purchase or find another agency to purchase the Project for an amount not to exceed the amount of funds provided by the COUNTY through the Program in order to carry out the eligible activities of the SHIP Program.

5. Affirmative Marketing: The AGENCY shall adopt appropriate procedures for affirmatively marketing the SHIP-assisted units of Volunteers of America of Florida, Inc. Affirmative marketing consists of good faith efforts to provide information and otherwise to attract to the available housing, eligible persons from all racial, ethnic and gender groups in the housing market area. The AGENCY shall be required to use affirmative fair housing marketing practices in soliciting renters, determining eligibility, concluding transactions, and affirmatively further fair housing efforts. The AGENCY must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters, etc.) to be available for inspection on request by the COUNTY. The AGENCY must provide a description of intended actions that will inform and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market of the available housing. The AGENCY must provide the COUNTY with an assessment of the affirmative marketing program. Said assessment must include: a) methods used to inform the public and potential renters about federal fair housing laws and affirmative marketing policy, b) methods used to inform and solicit applications from persons in the housing market who are not likely to apply without special outreach; and c) records describing actions taken by the participating entity and/or owner to affirmatively market units; and records to assess the results of these actions.

6. Tenant Leases and Protections: Tenants applying for rental housing units shall be qualified on a first-come, first-served basis. Tenants must be eligible and must occupy the rental unit as a primary residence. The AGENCY shall comply with the provisions of the Florida Landlord Tenant Act defined in Chapter 83 Part

II of the Florida Statutes, SHIP Program, and COUNTY requirements, which prohibit certain lease terms. All tenant leases for assisted units shall be expressly subordinate to the Mortgage and shall contain clauses, among others, wherein each individual lessee:

A. Agrees that all eligibility requirements, as defined under Section 3 of this Agency Agreement, shall be deemed substantial and material obligations of the tenancy; that the tenant will comply promptly with all requests for information with respect thereto from the Agency or the County, and that tenant's failure to provide accurate information regarding eligibility or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his/her tenancy; and
B. Agrees not to sublease to any person or family who does not meet eligibility, as defined under Section 3 of this Agency Agreement, qualifications as determined, verified, and certified by AGENCY; and
C. States that the rental unit is the primary residence of the tenant; and
D. Agrees that the lease shall be for a one-year period, unless other terms are mutually agreed upon by AGENCY and tenant.

7. Project Requirements: The AGENCY agrees to not undertake any activity that may adversely affect historic or environmentally sensitivity of the site and to mitigate any findings identified in an environmental assessment. The AGENCY agrees that in the event that the Project is located in a Designated Flood Zone, all government requirements for construction in a flood zone shall be satisfied.
8. Debarment and Suspension: The AGENCY attests that it has not been debarred, suspended, proposed for debarment, or is ineligible from participating in federally funded projects, and acknowledges that it shall not employ, award, or fund any contractors or subcontractors that have been debarred, suspended, proposed for debarment, or are ineligible from participating in the federally funded projects.
9. Property Standards: The AGENCY attests that the Project will meet the standards of the Florida Building Code and all applicable local codes, standards, ordinances, and zoning ordinances at the time of project completion and throughout the duration of the affordability period. The Project will also meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, and the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619)
10. Property Management. The Property shall be managed by the AGENCY. In the event that the AGENCY shall be in default under Section 26 of this Agency Agreement, the COUNTY reserves the right to require the AGENCY to enter into a contract with a property management firm approved by the COUNTY, for professional management services for the Property providing for leasing, collection of rents, maintenance and repair of Property, and other property management tasks as the COUNTY may require. Such contract shall stipulate

that the contract will not be amended or terminated without prior written consent of the COUNTY.

11. Monitoring and Inspection: The AGENCY shall permit the COUNTY or its designee to inspect all records, including but not limited to financial statements, pertaining to assisted units upon reasonable notice and within normal working hours, and shall submit to the COUNTY such records and documentation as required by the COUNTY to document compliance with this Agreement and SHIP Program rules. The AGENCY acknowledges that the COUNTY or its designee must, from time to time, inspect each assisted unit for compliance with local code requirements and Housing Quality Standards and agrees to facilitate such inspections with tenants as necessary.
12. Acquisition, Relocation, and Displacement: The AGENCY acknowledges that the AGENCY will bear sole responsibility for any costs or reimbursements, legal or otherwise, from person or persons claiming that they have been involuntarily displaced by the acquisition of real property associated with development of the Project.
13. Nondiscrimination: The AGENCY shall not discriminate, as defined by local, State, or Federal Statutes, on the basis of race, creed, color, sex, age, disability, family status, or national origin in the rental of the units within the Project or in connection with the employment or application for employment of persons for the construction, or management of the Project. The AGENCY shall not illegally discriminate against prospective tenants during or after the solicitation process.
14. Records and Reports: The AGENCY shall retain all records pertaining to the Project for a minimum of five (5) years following completion of the SHIP PROGRAM-funded activity and subsequent submission of the SHIP Annual Report (APR), in which this activity reported on for the final time, or in case of litigation, claim, or audit, all records shall be retained until completion of action or resolution, but in no event for less than five (5) years.

    For the duration of the Affordability Period (as defined in the LURA), the AGENCY shall maintain accurate information regarding the occupancy and contract rents for each tenant of each SHIP-assisted unit, and shall submit this information annually to the COUNTY. Individual tenant records must be retained for the most recent five years, through five (5) years following termination of the Affordability Period.

    The AGENCY shall maintain documentation demonstrating compliance with Affirmative Marketing requirements. All Project records shall be made available to Highlands COUNTY, U.S. Department of Housing and Urban Development, representatives of the State of Florida and/or Comptroller General of the United States for audit, inspection or copying purposes during normal business hours.

15. Conflict of Interest: The AGENCY shall ensure that no consultant, officer, employee, or agent of the AGENCY will occupy any of the SHIP-assisted affordable housing units in the project.

16. Lobbying Prohibited: The AGENCY certifies, to the best of its knowledge or belief, that no state or federally appropriated funds have been paid or will be paid, by or on behalf of the AGENCY, to any person for influencing or attempting to influence any, member of Congress, the State legislature, or County government, or any officer or employee of Congress, the State legislature, or County government, or an employee of a member of Congress, the State legislature, or County government in connection with the awarding of any county, state or federal contract, the making of any county, state, or federal grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any county, state, or federal contract, grant, loan, or cooperative agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
17. Regulatory Requirements: Unearned payments under this Agreement may be suspended or terminated upon refusal to accept conditions that may be imposed by regulations and policies adopted by the County, the State of Florida, or the U.S. Department of Housing and Urban Development from time to time. The AGENCY acknowledges that this Agreement is necessary to comply with the requirements of the SHIP Program, as defined in Chapter 420, Part VII, Florida Statutes and Rule Chapter 67-37, Florida Administrative Code and other regulations incorporated herein by reference; and agrees that it will comply with; and will require all contractors, subcontractors, and assigns to comply with all terms and conditions of all such regulations. It shall be the AGENCY'S responsibility to insure that the latest versions of all laws and regulations are in its possession so as to be able to comply with their provisions.
18. Hold Harmless: The AGENCY shall defend, indemnify and hold the COUNTY and all of its officers and employees, harmless from and against all costs, expenses, liabilities, suits, claims, losses, damages, and demands of every kind or nature, by or on behalf of any person or persons whomsoever or whatsoever arising out of or in any matter resulting from or connected with any accident, injury, death or damage that may happen during the time period covered by this Agreement, provided that the claims do not arise from the actions of the COUNTY or its officers or employees. The AGENCY will defend any actions or suits brought against the COUNTY by reason of the AGENCY'S failure or neglect in complying with any of the conditions and obligations of this Agreement, or any tort liability arising out of actions of the AGENCY or any of its agents or subcontractors.
19. Insurance: The AGENCY shall maintain insurance coverage in form and amount deemed adequate by the COUNTY for all risks inherent in the functions and aspects of its operation including but not limited to risks of fire, casualty, automobile liability coverage, workmen's compensation insurance as required by law, and public liability insurance for personal injury and property damage. As a minimum, the AGENCY shall maintain public liability insurance including contractual liability coverage with a combined single limit of $1,000,000 and automobile liability insurance with coverage including $100,000 personal liability, $300,000 for any single incident and $50,000 property damage. Property

casualty and flood insurance must be maintained in an amount equal to the replacement value of the Property.

20. Copyrights and Patents: If this Agreement results in a book or other copyright materials or patent materials, The AGENCY may copyright or patent such, but Highlands COUNTY and the State of Florida reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.
21. Severability: Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such as determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.
22. Duration of the Agreement: This Agreement must remain in effect throughout the development process of the Project and is terminated upon completion of construction and initial lease-up of all units, including all SHIP-assisted units.
23. Enforcement of Agreement: The benefits of this Agreement shall inure to, and may be enforced by the COUNTY for the duration of this Agreement, whether or not the COUNTY shall continue to be the holder of the Mortgage, whether or not the Project loan may be paid in full, and whether or not any bonds issued for the purpose of providing funds for the project are outstanding. The AGENCY warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith. However, this shall not preclude the COUNTY from subordinating its loan to construction financing.
24. Corrective Actions: Any noncompliance with the requirements of this Agreement shall be corrected within 30 days after such error is first discovered or after having received notice of any noncompliance from the COUNTY.
25. Assignment and Subcontracting: The AGENCY shall not assign or otherwise transfer any interest in this Agreement nor enter into any subcontract pursuant to this Agreement without the prior written approval of the COUNTY of the proposed subcontract. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement. The COUNTY shall have the right to withhold approval at its sole discretion. Such approval shall not be unreasonably withheld.
26. Default; Remedies. In the event of a default or lack of compliance on the part of the AGENCY with the terms and conditions of this Agreement, and/or any schedules attached thereto, the Mortgage or the Note, also known as the loan documents, incorporated herein by reference, or any other security instrument associated with this Agreement, the COUNTY reserves the right to exercise any corrective or remedial actions provided by law, to include, but not necessarily be limited to: (a) requesting additional information from the AGENCY to determine reasons for or extent of noncompliance or lack of performance; (b) issue a written warning advising the AGENCY of deficiency and advising the AGENCY that more serious sanctions may be taken if situation is not remedied; (c) advise the AGENCY to suspend, discontinue or not incur costs for activities in question; (d)

withhold payment for services provided; (e) advise the AGENCY to reimburse the COUNTY for the costs incurred for any items determined ineligible; (f) foreclose upon the full amount of the lien incurred by the Mortgage as provided by law and the Mortgage terms and conditions.

27. Termination of Agreement: This Agreement may be terminated in whole or in part for convenience by either party upon written notification to the other and with the written consent of the other. Termination for convenience shall not apply to provisions in this Agreement that require compliance with laws, regulations or ordinances, records retention or to the provision of service to low and moderate income persons or other specified beneficiaries.
28. Natural Disaster: In the event of a natural disaster, this Agreement may be suspended or terminated and funds transferred to recovery activities as determined by the COUNTY. Funds subject to this provision shall be those that are not contractually committed for construction, design or other such third party private vendors.
29. Force Majeure: The AGENCY covenants and agrees that subject to matters of force majeure the work shall be completed on or before **Twelve (12)** months from the date of this Agreement. This Agreement shall be amended between the COUNTY and the AGENCY when all permits have been issued to set forth and determine the date of commencement of the work. Matters of force majeure shall include, but not necessarily be limited to bonafied weather disturbances, strikes, shortages of material, governmental delays exclusive of those caused by or as a result of the fault of the Construction Manager and those matters over which the Construction Manager has no control. Force majeure shall not be construed to reduce the obligation of the AGENCY to timely complete the project because the failure of contractors and subcontractors to timely complete their work, unless such delay is within the definition of the term force majeure.
30. Forbearance not a Waiver: No forbearance on the part of the COUNTY shall constitute a waiver of any item requiring performance by the AGENCY. A waiver by the COUNTY of the AGENCY'S performance shall not constitute a waiver of any subsequent performance required by the AGENCY. No waiver shall be valid unless it is in writing and signed by an authorized representative of the COUNTY.
31. Notification: All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the postmark appearing upon the envelope if sent by the United States mail, at the address listed below, or upon the actual date of delivery if hand delivered to the address listed below. The AGENCY or the COUNTY may change the below listed address for receipt of written notices by so notifying the other in writing.

ADDRESS OF HIGHLANDS COUNTY	ADDRESS OF AGENCY
Highlands County	Highlands County Housing Authority, Inc.
600 South Commerce Ave	PO Box 1168
Sebring, Florida 33870	Sebring, FL 33871-1168
Attn: Affordable Housing Administrator	Attn: Tod Schwingel

32. Mortgage Subordinate: The COUNTY acknowledges and agrees that the Mortgage is subordinate to that certain Mortgage, First Bank Mortgage dated August 8, 2012 and recorded in Official Records Book 2650, Page 639 of the Public Records of Highlands County, Florida (herein Records).

IN WITNESS WHEREOF:

Highlands County Housing Authority, Inc., A Florida Not-for-Profit Corporation

Federal Employee ID Number: __-_____

Witness

_____

Print Name

By: _____
Tod Schwingel, President

_____

Witness

Date: _____

_____

Print Name

STATE OF FLORIDA

COUNTY OF _____ } §

The foregoing instrument was acknowledged before me this _____ day of _____, **2022,** by **Tod Schwingel, President of Highlands County Housing Aurthority,** personally known to me or ( ) who has produced _____ as identification.

_____

(Signature)

_____

(NOTARY STAMP/SEAL ABOVE)

(Name of Notary, typed, printed, or stamped)

Signed, sealed, and delivered in the presence of:
*Note: two witnesses are required.

For: **Highlands County**

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By: _____
Name:
Title:

Date: _____

Schedule A: **Affordable Housing Development Schedule**

Project Construction will commence and be completed in accordance with the schedule below and in no event will construction commence later than 90 days from the date of this AGENCY Agreement nor will project be completed later than 12 months from the date of this agreement.

For purposes of this AGENCY Agreement, “project construction commenced” will mean all required building permits have been obtained and construction commenced pursuant to an issued building permit.

Further, “project completion date” will mean issuance of all building permits have been closed within the Scope of Work has been completed, as outlined in Exhibit A.

- Construction Permits issued _____, 2022 (90 days later)
- Commencement of construction _____, 2022 (90 days later)
- Project completion _____, 2022 (12 months)

This instrument was prepared by:
Lucy Castillo – Housing Office
501 S. Commerce Ave.
Sebring, FL 33870

LAND USE RESTRICTION AGREEMENT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
Highlands County Affordable Housing Development

THIS AGREEMENT is entered into as of the _____ **day of** _____, **2022**, among **Highlands County Housing Authority, Inc.** (herein Agency), **a Florida not-for-profit corporation,** whose mailing address is PO Box 1168 Sebring, FL 33870-1168**,** its successors, assigns and transferees of the Property described below, and **Highlands County** (herein County), a political subdivision of the State of Florida, whose mailing address is 600 South Commerce Avenue, Sebring Florida, 33870;

THIS AGREEMENT shall be properly filed and recorded by the County in the official public records of Highlands County, Florida and shall constitute a restriction upon the use of the property, subject to and in accordance with the terms contained herein;

IN CONSIDERATION of funds the County has provided the Agency to finance the **Highlands County Housing Authority Inc. Willie Downs Villas** on the following described Property located in the County of Highlands, State of Florida, on **2300 Hammock Rd, Sebring, FL 33870** (herein Property) and more properly described as:

LEGAL DESCRIPTION
See Attached Exhibit "A"

The Agency acknowledges that this Agreement is necessary in order to comply with the requirements of the **SHIP** Program, from which funds were obtained to finance such loan, or a portion thereof, and hereby covenants and agrees that in connection with the construction, rehabilitation, ownership and operation of the Property, it will comply, and will require any subsequent purchaser of the Property to comply, with the following covenants and restrictions on the use of the Property:

1. Eligibility of Assisted Units. During the Affordability Period, as defined below, the Property, consisting of 50 units which of Twelve (12) units, shall be rented, or held available for rental on a continuous basis to persons or families who are eligible for assistance through the SHIP housing strategy "Special Needs Housing and Rental Development":

A. All units shall be set-aside for "Person with special needs" as defined in Section 420.0004, Florida Statutes, meaning an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving

benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

B. The AGENCY shall determine and verify the income eligibility of tenants which shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination. The Annual Gross Income, as defined in Section 420.9071(4), F.S., must be used and the SHIP Program income limits cannot be exceeded. Rents for all SHIP-Assisted units shall be restricted to the SHIP PROGRAM Rent limits. Maximum eligible income and rent limits are revised annually and are available for the COUNTY. The AGENCY shall maintain complete and accurate income records pertaining to each tenant occupying a SHIP-assisted unit.

2. Affordability Period. For the purpose of this Agreement, the Affordability Period shall commence upon the project completion date as determined by the County and end on the later of: (i) the last day of the **Fifteenth (15th)** year thereafter, or (ii) at such time as the SHIP Program debt under the Mortgage has been forgiven or repaid.

3. Occupancy Documents. At a minimum, records for each occupied SHIP assisted unit shall contain the following documentation:

A. A tenant's complete application and related information including the name of each household member, proof of identity, and employment, income and asset information for each household member;
B. A copy of the lease agreement listing the term of tenancy and each tenant residing in the unit;
C. Verification of eligibility, as defined under Section 1(a) of this LURA; and
D. Information as to the assets owned by each tenant.

4. Tenant Leases and Protections. The Agency shall comply with the provisions of the Florida Landlord Tenant Act defined in Chapter 83 Part II of the Florida Statutes, and Lender requirements, which prohibit certain lease terms. All tenant leases for assisted units shall be expressly subordinate to the Mortgage and shall contain clauses, among others, wherein each individual lessee:

A. Agrees that all eligibility requirements, as defined under Section 1(a) of this LURA, shall be deemed substantial and material obligations of the tenancy; that the tenant will comply promptly with all requests for information with respect thereto from the Agency or the County, and that tenant's failure to provide accurate information regarding eligibility or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his/her tenancy;
B. Agrees not to sublease to any person or family who does not meet eligibility requirements as defined under Section 1(a) of this LURA, qualifications as determined, verified, and certified by Agency;
C. States that the rental unit is the primary residence of the tenant;

D. Agrees that the lease shall be for a one-year period, unless other terms are mutually agreed upon by Agency and tenant.

5. Nondiscrimination. Neither the Agency nor its manager (herein Manager) shall discriminate, as defined by state or federal statute, or by local ordinance, on the basis of race, creed, color, age, sex, familial status, disability, religion, or national origin in the lease, use or occupancy of the units or in connection with the employment or application for employment of persons for the operation and management of the Property.

Neither Agency nor Manager shall discriminate against tenants or prospective tenants during or after the solicitation process, and shall use their best effort to insure that tenants are provided with a living environment free from harassment or discrimination by other tenants, vendors, or providers of any services associated with the assisted housing units.

6. Monitoring and Inspection. The Agency shall permit the County or its designee to inspect all records, including but not limited to financial statements, pertaining to assisted units upon reasonable notice and within normal working hours, and shall submit to the County such documentation as required by the County to document compliance with this Agreement and SHIP Program rules. The Agency acknowledges that the County or its designee must, from time to time, inspect each assisted unit for compliance with Housing Quality Standards (as defined by HUD for the Section 8 Program) and local code requirements, and agrees to facilitate such inspections with tenants as necessary. The Agency also acknowledges that the property must meet property standards upon completion of the project and for the duration of the affordability period.

The County shall, from time to time, make or cause to be made inspections of the assisted units and Property rental records to determine compliance with the conditions specified herein. The County shall notify the Agency prior to scheduled inspections, and the Agency shall make any and all necessary arrangements to facilitate the County's inspection. The County may make, or cause to be made, other reasonable entries upon and inspections of the Property, provided that the County shall give the Agency notice prior to any such inspection, specifying reasonable cause therefore, related to the County's interest in the Property.

7. Annual Compliance Monitoring of Project. The County will conduct an annual review of the Agency's compliance with SHIP program requirements. The Agency shall comply with restrictions regarding the use or occupancy of the project, and shall ensure that all requirements are being satisfied on a continuing basis in accordance with this LURA. Agency staff shall remain updated on income compliance training by completing re-training at least once every three years.

Agency staff will remain updated and knowledgeable regarding procedures for filing tenant income certification forms, and compliance certificates, and for verifying compliance, as defined under Section 1(a) of this LURA.

The Agency will provide an annual summary report to the County detailing units occupied by eligible tenants as required by this LURA.

During its annual monitoring review, the County will:

A. Conduct on-site audits of the project's tenant records of the SHIP-Assisted units and document all findings to ensure compliance with applicable regulations, terms and conditions.
B. Review rent rolls to ensure monthly rents are in compliance with SHIP.
C. Examine leases to ensure that all occupants of the unit are listed, and that the lease is current and fully executed.
D. Verify that Agency staff are performing annual re-certifications in a timely and accurate manner.
E. Verify that record retention requirements are being met and units are not occupied until properly certified.
F. Inspect units for compliance with local codes and housing quality standards.
G. Examine the current marketing materials for compliance with the Affirmative Fair Housing Marketing Plan, if applicable.

The agency shall be responsible for all costs and expenses of complying with SHIP requirements, which shall continue until all restrictions under this LURA expire.

At all times the Property shall be in compliance with rules and regulations of 24 CFR Part 5 (Income Limits, Annual Income, Rent, and Examinations for the Public Housing and Section 8 Programs) and the SHIP, in Chapter 420, and the Florida Administrative Code 67-37.

8. Corrective Actions. Should the County determine that the Property is not in compliance with the requirements of this Agreement; the County shall give the Agency written notice of the deficiency, after which time the Agency shall have 30 days in which to bring the Property into compliance. Should the Agency fail to bring the Property into compliance within the specified time, the County shall immediately declare the Agency in default of this Agreement, Mortgage, and Affordable Housing Development Program Agency Agreement, the terms and conditions of which are incorporated herein by reference.

9. Assurance of Public Purpose. Should Agency materially default on the terms and conditions incorporated herein, or if Agency is unable or unwilling to develop and/or operate the property in accordance with the terms and conditions incorporated herein, Agency covenants that no lease, sale, or title transfer to any third party shall occur prior to giving the County a Ninety (90) day written notice, during which time the County shall have the right, solely at County's discretion, to purchase or find another borrower to purchase the Property, in order to carry out the eligible activities of the SHIP Program and other regulations incorporated herein by reference, for an amount not to exceed the amount of funds provided by the County through the Program, plus any outstanding debt senior to County's investment.

10. Defaults; Remedies. If the Agency shall fail to observe or perform any covenant, condition or agreement contained herein on its part to be observed or

performed, then and in such event, the County shall be entitled, in addition to all other remedies provided by law or in equity:

A. To compel specific performance by the Agency of its obligations under this Agreement, it being recognized that the beneficiaries of Agency's obligations hereunder cannot be adequately compensated by monetary damages in the event of Agency's default; and
B. To rescind any and all incentives, either regulatory and/or financial, provided to Agency; and
C. To cause the Agency to pay to the County an amount equal to all funds loaned to the Agency, less any principal balance previously repaid by the Agency, if any assisted unit is knowingly or negligently rented to persons who do not comply with the requirements for such unit. No monetary penalty shall be assessed if Agency promptly and in good faith acts to correct and preclude the recurrence of errors; and
D. In addition to these remedies, a default by the Agency hereunder shall also constitute a default under the Mortgage and Affordable Housing Development Program Agency Agreement, which will enable the County there-under, after notice and an opportunity to cure as therein provided, to accelerate the Agency's loan(s) and take such other actions as may be permitted under the terms of the Mortgage, Affordable Housing Development Program Agency Agreement, and Land Use Restriction Agreement.

11. Notice. Except for any notice required under applicable law to be given in another manner, any notice to the Agency provided for in this Agreement shall be given by mailing such notice by certified mail to the Agency address stated herein, or at such other address as the Agency may designate by notice to the County as provided herein, and any notice to the County shall be given by certified mail, return receipt requested, to the County's address stated herein or to such other address as the County may designate by notice to the Agency as provided herein. Any notice provided for in this Agreement shall be deemed to have been given to the Agency or County when given in the manner designated herein.

12. Successors Bound – Burden to Run with Property. This Agreement and the covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, **the Agency and its successors and assigns and all subsequent owners of the Property or any interest therein, and to the County for the Affordability Period set forth in this Agreement. The Agency shall expressly make the conditions** and covenants of this Agreement a part of any deed or other instrument conveying any interest in the Property, and each assisted unit. As required under s. 420.9075(5)(g), F.S., if the Property is offered for sale within the fifteen (15) year period, or if this Mortgage remains on the Property, then the first right of refusal must be provided to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

13. No Conflict with Other Documents. The Agency warrants that it has not, and will not, execute any other Contract or Agreement with provisions contradictory to, or in opposition to the provisions hereof, and that in any event, the requirements of this

Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

14. Severability. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

15. Enforcement of Terms. The benefits of this Agreement shall inure to, and may be enforced by the County for the full duration of the Affordability Period, whether or not the County shall continue to be the holder of the Mortgage, whether or not the Project loan may be paid in full, and whether or not any bonds issued for the purpose of providing funds for the project are outstanding. Breach of these terms during the Affordability Period shall result in recapture of all SHIP-funds expended on the Project.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF:

HIGHLANDS COUNTY HOUSING AUTHORITY INC., a Florida not-for-profit corporation

Federal Employee ID Number: ___-_____

_____
Witness

_____
Print Name

By: _____
Tod Schwingel, President

_____
Witness

Date: _____

_____
Print Name

STATE OF FLORIDA
COUNTY OF _____ } §

The foregoing instrument was acknowledged before me this _____ day of _____, **2022,** by **Tod Schwingel, President Highlands County Housing Authority, Inc.,** personally known to me or ( ) who has produced _____ as identification.

_____
(Signature)

_____
(NOTARY STAMP/SEAL ABOVE) (Name of Notary, typed, printed, or stamped)

HIGHLANDS COUNTY, FLORIDA
by and through its Board of County Commissioners

By: _____
Name:
Title:

ATTEST: Jerome N. Kaszubowski, CLERK

By: _____
Clerk

APPROVED AS TO FORM:
Office of County Attorney

By: _____
Sherry Sutphen, County Attorney

Exhibit A
Legal Description

The East ½ of the West ½ of the Southwest ¼ of the Southeast ¼ of Section 35, Township 34 South, Range 28 East, lying and being in Highlands County, Florida; LESS the South 50 feet thereof for road right of way.

This instrument was prepared by & return to:
Lucy Castillo – Housing Office
501 S. Commerce Ave.
Sebring, FL 33870

MORTGAGE
Highlands County Affordable Housing Program
STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM(SHIP)

THIS MORTGAGE is made as of the ____ **day of _____, 2022**, between **HIGHLANDS COUNTY HOUSING AUTHORITY, INC. a Florida not-for-profit corporation**, whose principal address is **PO BOX 1168, Sebring, FL 33870-1168** (herein Borrower), and **HIGHLANDS COUNTY**, a political subdivision of the State of Florida, (herein Lender), by and through the Highlands County Board of County Commissioners, whose principal address is 600 South Commerce Avenue, in care of Affordable Housing Program Administrator, Sebring, Florida 33870.

WHEREAS, Borrower is indebted to Lender in the principal sum of **One Hundred Fifteen Thousand Nine Hundred and No/100 Dollars ($115,900.00)**, which indebtedness is evidenced by Borrower's Promissory Note of even date (herein Note); and

WHEREAS, Borrower does hereby mortgage, grant and convey to Lender the following property as described in Exhibit A (attached) which has an address of **2300 Hammock Rd., Sebring, FL 33870,** located in the County of Highlands, State of Florida (herein Property Address) together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the Property; and

WHEREAS, Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property; and

WHEREAS, Borrower has also entered into a Land Use Restriction Agreement of even date herewith (herein LURA), and an Affordable Housing Development Program Agency Agreement of even date herewith (herein Agency Agreement), and covenants that Borrower will perform and comply with the requirements and conditions of the LURA and Agency Agreement, the terms of which are incorporated herein and that failure to comply

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NOTE TO RECORDER: This mortgage is given to secure the financing of housing under Part V of Chapter 420 of the Florida Statutes and is exempt from taxation pursuant to Section 420.513 Florida Statutes.

with the terms of the LURA or Agency Agreement shall be a default under the Mortgage and Note; and

WHEREAS, Lender and Borrower covenant and agree that all proceeds from this loan shall be used for repairs and rehabilitation at the Property, as defined in the scope of work referenced in the Agency Agreement. Excess funds, if any, will be returned to Lender and applied to the Borrower's indebtedness in the following order: outstanding interest due, if any; fees, if any, and then to the principal balance of the mortgage.

Borrower and Lender mutually covenant and agree as follows:

1. Payment of Principal: Unless forgiven pursuant to the terms of the Note, Borrower shall promptly pay when due the principal sum of the indebtedness evidenced by the Note and in this Mortgage, upon the earlier of Borrower's sale of the subject property or _____**, 203__**.

2. Taxes and Insurance: Borrower shall pay all ad valorem property taxes due on the subject property prior to any delinquency, and shall maintain adequate casualty, liability, and, if in a flood zone, flood insurance on the subject property until the Lender is paid in full and this Mortgage is satisfied.

3. Application of Payments: Unless applicable law provided otherwise, all payments held by Lender under the Note and this Mortgage will be applied to satisfy the Mortgage only upon full payment of amounts payable to Lender under the Note and under this Mortgage.

4. Charges and Liens: Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage in the manner provided herein. Failure to pay as required hereunder shall constitute a default of this Mortgage. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien, whether or not such lien has priority over this Mortgage.

5. Hazard Insurance: Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid timely when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is

economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the Borrower directing the insurance company to apply insurance proceeds to the sums secured by this Mortgage by such outstanding sums directly to Lender, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property: Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Upon project completion and throughout the duration of the affordability period, property must meet property standards as defined in 24 CFR 92.251.

7. Protection of Lender's Security: If Borrower fails to perform the covenants and agreements contained in this Mortgage, the Note, LURA, or Agency Agreement the terms of which are incorporated herein by reference, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this Paragraph 7, shall bear interest thereon at the rate of ten percent (10%) per annum, and shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from date of disbursement at the rate payable from time to time on outstanding principal under the Note. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection: Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect

and apply the proceeds, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

10. Borrower Not Released: Extension of the time for payment or modification of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver: Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative: All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions: The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for conveyance only and are not to be used to interpret or define the provisions hereof.

14. Notice: Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at such address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated hereinabove, in care of the Highlands County Board of County Commissioners in care of the Affordable Housing Program Administrator or to such other address as Lender may designate by notice to Borrower or Lender when given in the matter designated herein.

15. Governing Law, Severability: The laws of the jurisdiction in which the Property is located shall govern this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy: Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property: If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, including the creation of a lien or encumbrance subordinate to this Mortgage, the sums hereunder and

under the Note shall be immediately due and payable with interest due from the date of the mortgage and note without further notice to Borrower or Borrower's successor or assign. Further, Borrower's successor or assignee is bound by all the terms and conditions of the Mortgage, Note, LURA, and Agency Agreement as well as all construction timeframes and all conditions set forth in any and all schedules part of the Agency Agreement.

18. Acceleration; Remedies: Upon Borrower's breach of any covenant(s) or term(s) in this Mortgage, the Note, LURA or Agency Agreement, including the covenants to pay when due any sums that are secured by this Mortgage or debts senior to this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; however, if such breach can be cured, but not within such thirty (30) day period, the Borrower shall not be in default so long as the Borrower commences cure actions within such thirty (30) day period, thereafter diligently pursues the cure of the breach to completion, and cures the breach within one hundred eighty (180) days from the date of Lender's notice the Borrower of the breach; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding, the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding, all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate: Notwithstanding Lender's acceleration for the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a Judgment enforcing this Mortgage (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances as defined herein, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in Paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligation secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents or Other Sums; appointment of Receiver: As additional security hereunder, Borrower hereby assigns to Lender the rents of or other sums generated by the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the property, have the right to collect and retain such rents or other sums as they become due and payable. Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a

court to enter upon, take possession of and manage the Property and to collect the rents of or other sums generated by the Property, including those past due. All rents or other sums collected by the receiver shall be applied first to payment of Lender's costs of management of the Property and collection of rents or other sums, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Release: Upon payment of all sums secured by this Mortgage or forgiveness pursuant to the terms of the Note, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

22. Attorney's Fees: As used in this Mortgage and in the Note, "attorney's fees" shall include attorney's fees, if any, which may be awarded by an appellate court.

23. Deferred Payment as Personal Benefit: The Lender's waiver of interest payments on the deferred payment of the sum secured by this Mortgage was made by Lender to Borrower in furtherance of the Borrower's contributions to affordable housing and redevelopment efforts in Highlands County. The waiver, therefore, results in a delay of reimbursement at a rate not otherwise available to the public at large. Accordingly, Borrower understands that this waiver is to be a personal benefit and not as an instrument to increase the value of the Property, or as a benefit that it may transfer to successive owners of the Property, without written consent of Lender.

IN WITNESS WHEREOF:

HIGHLANDS COUNTY HOUSING AUTHORITY INC., a Florida not-for-profit corporation

Federal Employee ID Number: ___-_____

_____
Witness

_____
Print Name

By: _____
Tod Schwingel, President

_____
Witness

Date: _____

_____
Print Name

STATE OF FLORIDA
COUNTY OF _____ } §

The foregoing instrument was acknowledged before me this _____ day of _____, **2020,** by **Tod Schwingel, President, Inc.,** personally known to me or ( ) who has produced _____ as identification.

_____
(Signature)

_____
(NOTARY STAMP/SEAL ABOVE) (Name of Notary, typed, printed, or stamped)

Exhibit A
Legal Description

The East ½ of the West ½ of the Southwest ¼ of the Southeast ¼ of Section 35, Township 34 South, Range 28 East, lying and being in Highlands County, Florida; LESS the South 50 feet Thereof for road right of way.

This instrument was prepared by:
Lucy Castillo – Housing Office
501 S. Commerce Ave.
Sebring, FL 33870

Promissory Note
Highlands County Affordable Housing Program
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) Program

Closing Date: _____, 2022 **$115,900.00**

ON OR BEFORE **_____, 205__**, or sooner as specified hereinafter, **HIGHLANDS COUNTY HOUSING AUTHORITY, INC., a Florida not-for-profit corporation,** whose principal address is **PO Box 1168 Sebring, FL 33871** (herein Borrower), promises to pay HIGHLANDS COUNTY**, ATTENTION AFFORDABLE HOUSING PROGRAM ADMINISTRATOR**, whose address is 600 South Commerce Avenue, Sebring, Florida 33870 (herein Lender) for value received, together with reasonable attorney's fees and all expenses incurred in any manner incident to collection of this sum, whether by suit or otherwise including recording fees, in accordance with the terms of the Mortgage of even date, unless repayment is forgiven as provided herein.

This Promissory Note (herein Note) is given to partially finance allowable expenses associated with the completion of twelve (12) units, as defined in the Affordable Housing Development Program Agency Agreement (herein Agency Agreement) of even date herewith, and being financed with the proceeds of this Note, or any agreed combination of the aforementioned activities, of, to, and on that certain property described in Exhibit A (attached) which has an address of **2300 Hammock Rd, Sebring, FL 33870 Sebring, FL 33780 ,** located in the County of Highlands, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by that certain Mortgage of even date herewith (herein Mortgage); and all of the foregoing, together with said property are herein referred to as the Property.

This Note is due and payable, on or before **_____, 205__,** unless repayment is forgiven as provided herein. Borrower covenants that if the Property is leased, sold or title or any interest therein is otherwise transferred to any third party, except for the rental or lease of individual units to income qualified persons, then the full principal sum plus interest from the date of the Mortgage due hereunder shall be immediately due and payable in accordance with provision 17 of the Mortgage.

Borrower promises to pay the Lender the principal sum of **One Hundred Fiftenn Thousand Nine Hundred and No/100 Dollars ($115,900.00),** unless forgiven as provided herein. Repayment of **One Hundred Fifteen Thousand Nine Hundred and No/100 Dollars ($115,900.00)** of the original principal balance will be forgiven **Fifteen (15)** years from the date of this Note and this Note shall be terminated, provided that the Borrower has utilized the Property to provide affordable rental housing in compliance with

the Agency Agreement and Land Use Restriction Agreement of even date herewith, and Lender's conditions.

Loan payment is deferred for **Thirty (30)** years, and there will be no payments of principal and no interest will accrue, so long as Borrower complies with the terms of this Note and the accompanying Mortgage, as well and the Land Use Restriction Agreement (herein LURA) and the Agency Agreement, and any other security instrument associated with the Mortgage, the terms of which are incorporated herein by reference.

During the deferral period, no interest will accrue. However, in case of default in the payment required hereunder, or in the event of the default in the performance of any of the covenants, conditions, or agreements contained in the Mortgage, LURA, Agency Agreement, and schedule, or any other related agreement(s) given to secure the payment hereof, then or at any time thereafter during the continuance of the default, the legal holder may, without notice, declare the whole debt immediately due and payable. Such outstanding principal will begin to bear interest at the rate of ten (10%) per annum from the date of such default until paid in full. The undersigned reserve(s) the right to prepay at anytime, all or any part of the principal amount of the Note without payment of penalties or premiums other than those imposed by the Mortgage of even date or any Construction Loan Agreement, Agreement for Development, or Construction Loan Commitment associated with this Note. Any payment of this Note prior to default shall be applied to the principal due on this Note. All payments, other than prepayments, shall be applied first to the interest due on this Note, and then to any late charges, other costs, expenses, or fees incurred by the Lender in conjunction with the property, including legal fees.

Any default under any Construction Loan Agreement, LURA, Agency Agreement and schedules, development agreement, or construction loan commitment executed incidental to this loan shall also be a default under this Note and the Mortgage.

The undersigned hereby waives demand and protest, and agrees that the holder may grant extensions of time of payment of principal without notice and that they will remain bound, as if no such extension had been made.

(SIGNATURES ON FOLLOWING PAGE)

In Witness Whereof, Borrower has executed this Promissory Note on the date recited hereinabove.
Signed, sealed, and delivered in the presence of:

HIGHLANDS COUNTY HOUSING AUTHORITY, INC., a Florida not-for-profit corporation

Federal Employee ID Number: ___-_____

_____
Witness

_____
Print Name

By: _____
Tod Schwingel, President

_____
Witness

Date: _____

_____
Print Name

STATE OF FLORIDA
COUNTY OF _____ } §

The foregoing instrument was acknowledged before me this _____ day of _____, **2022,** by **Tod Schwingel, President of Highlands County Housing Authority, Inc.,** personally known to me or ( ) who has produced _____ as identification.

_____
(Signature)

_____
(NOTARY STAMP/SEAL ABOVE) (Name of Notary, typed, printed, or stamped)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER: **Ingrasherese Gardner, Community Programs Director**

SUBJECT/TITLE: **Request adoption of Resolution 21-22-150 for Budget Amendment 21-22-110 to setup Project 21103, a sub-contract between Florida's Network of Children's Advocacy Centers and Highlands County Board of County Commissioners.**

STATEMENT OF ISSUE

The Children's Advocacy Center (CAC), is a nationally accredited member of the state chapter of the Florida Network of Children's Advocacy Centers and is eligible for state funding for the provision of direct services to investigate and treat victims of child abuse. The current funding of $124,897.46 has been allocated to the Children's Advocacy Center to be used for cost reimbursement of CAC and Child Protection Team (CPT) Direct Services to Child Victims and their non-offending caregivers.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-150 for Budget Amendment 21-22-110 to setup Project 21103, a sub-contract between Florida's Network of Children's Advocacy Centers and Highlands County Board of County Commissioners.

FISCAL IMPACT

The fiscal impact will be an increase to the General Fund (005), Cost Center 3995 (Children's Advocacy Center) in the amount of $124,897.46.

Attachments: 21-22-110 Project 21103 FNCAC 22-23 (BA).pdf
21-22-110R Project 21103 FNCAC 22-23 (Resolution).pdf
Project 21103 FNCAC 22-23.pdf
Please_DocuSign_CAC23_Highlands_Contract_FY.pdf

REVIEWED
O.M.B DEPARTMENT
July 22, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **7/21/2022** SUBMITTED BY: **Ingra Gardner**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3995**

PROJECT(S) #: **21103** PROJECT TITLE(S): **FNCAC 22/23** COST CENTER TITLE(S): **Chidlren's Advocacy Center**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3346900Z	Other Human Services Project	21103	0.00	124,897.46		124,897.46
E	005	3995	51200Z	Project Regular Salaries	21103	0.00	72,649.07		72,649.07
E	005	3995	53400Z	Project Contractual Services	21103	0.00	11,111.11		11,111.11
E	005	3995	55100Z	Project Office Supplies	21103	0.00	5,625.00		5,625.00
E	005	3995	54700Z	Projct Printing and Binding	21103	0.00	2,134.75		2,134.75
E	005	3995	55403Z	Project Education and Training	21103	0.00	13,393.53		13,393.53
E	005	3995	55200Z	Project Operating Supplies	21103	0.00	11,000.00		11,000.00

REASON: **To set up State funding allocation for the CAC used for COST REIMBURSMENT of CAC & CPT Direct Services to Child Victims and their non offending caregivers in Project 21103.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-110**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

____ ITEM TO ITEM

____ RESERVE

XX BY RESOLUTION

____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER **21-22-110**

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
	005	**3995**	**55404Z**	**Project Dues & Membership**	**21103**	**-**	**3,684.00**		**3,684.00**
	005	**3995**	**54000Z**	**Project Travel & Per Diem**	**21103**	**-**	**5,300.00**		**5,300.00**
									-
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Form Revised 08/05/2020

RESOLUTION NO. 21-22-150

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-110 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-110 is hereby approved and authorized to set up grant funds to Project 21103 FNCAC 22/23 in the amount of $124,897.46.

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

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

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

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

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

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

PASSED AND ADOPTED this 2nd day of August, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Highlands County
Grant/Project Control Record

INSTRUCTIONS:

(1) Submit the form to the Office of Management and Budget (OMB), **Sections 1** and **2 MUST** be completely filled out . **Please do not leave anything blank, if it does not apply to your situation use the N/A abbreviation.**
(2) OMB will assign the Grant/Project number.
(3) After OMB processes the form, it will be sent to the Clerk's Accounting Division to be entered into the system.
(4) The Clerk's Accounting Division will make copies of the form after posting the information to the system. Copies will then be sent to the department requesting the Grant/Project number, OMB, and Purchasing.
(5) This file will be made available in a read only format in Excel under O:\Budget\Budget Forms\Blank Grant-Proj Control Record Form - Revised 03-09-2011.xls.
(6) Force Account Construction indicates that Highlands County employees will be used in the construction process and that the project will be recorded as an asset in the accounting records.

SECTION 1 - DEPARTMENT

Advanced Funding: ☐ YES ☑ NO CFS: ☐ YES ☑ NO

Highlands County Grant/Project Number: **21103** Reimbursement Type Funding: ☑ YES ☐ NO Grant: ☑ YES ☐ NO

Add(AD)/Change(CH)/Delete(DL): **AD** Force Account Construction: ☐ YES ☑ NO

Grant / Project Title: **FNCAC-22/23**

Description: **State funding allocation for the CAC used for COST REIMBURSMENT of CAC & CPT Direct Services to Child Victims and their non offending caregivers.**

Grantor / Contributing Agency: **Florida's Network of Children's Advocacy Center/ Office of the Attorney General** Grant ID#: **22/23-GR-CAC23**

Grant / Project Period: Begin: **7/1/2022** End: **6/30/2023**

Grant / Project Manager(s): **Sarah Beth Rogers/ Mercedes McNew** *Grant CFDA or CSFA #: **n/a**

*(THE FIELD BELOW IS ONLY REQUIRED FOR ALL FEDERAL AND STATE GRANTS.)

Total Project Amount: $ **124,897.46** Shares: Local ____ % State **100** % Federal ____ %

Grant / Project Fund #(s): **005** CC#(s): **3995** Expense #(s): **51200Z, 53400Z 55100Z, 54700Z 55403Z, 54000Z, 55404Z, 55200Z**

Grant / Reimbursement Amount: $ **124,897.46**

Revenue #(s): **3346900Z**

SECTION 2 - DEPARTMENT

Form completed by: Print name: **Ingra Gardner** Date: **7/21/2022**

Sign name: Ingrasheresse Gardner Dept: **CAC, Community Programs**

SECTION 3 - OMB

Signature: Angela Bollinger Digitally signed by Angela M. Bollinger Date: 2022.07.22 08:21:05 -04'00' Date Received: **7/22/2022**

SECTION 4 - ACCOUNTING

Signature: _____ Date Received: _____

Date Entered Into System: _____ Date Copies Mailed: _____

Function: _____ Activity: _____

Last Revised: 3/9/2011

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CFSA No. **41.031**

☒ Client ☐ non-Client

FLORIDA NETWORK OF CHILDREN'S ADVOCACY CENTERS
STANDARD SUBCONTRACT

THIS CONTRACT is entered into between the Florida Network of Children's Advocacy Centers, hereinafter referred to as the *Network*, and Highlands County, a Political Subdivision of the State of Florida, hereinafter referred to as the *Provider*. The number assigned to this subcontract is 22/23-GR-CAC23

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this subcontract as specified in Section III, Paragraph A, of this subcontract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The Network may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the Provider in conjunction with this subcontract. It is expressly understood that the Provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law
   This subcontract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the subcontract.
2. Federal Law

a. If this subcontract contains federal funds, the Provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this subcontract contains federal funds and is over $100,000, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Provider shall report any violations of the above to the Network.

c. If this subcontract contains federal funding in excess of $100,000, the Provider must, prior to subcontract execution, complete the Certification Regarding Lobbying form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

d. Not to employ unauthorized aliens. The Network shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this subcontract by the Network. The Provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https//e-verify.gov/employers, to verify the employment eligibility of all new employees hired during the subcontract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the subcontract term. Subcontractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

e. The Provider shall comply with the President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339) as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60. The Provider will comply with all federal, state, local laws, and ordinances applicable to the work and will not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

f. HIPAA: Where applicable, the Provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

g. If the Provider is determined to be a sub-recipient of federal funds, the Provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the System for Award Management. No payments will be issued until the Provider has submitted a valid DUNS number and evidence of registration (i.e., a printed copy of the completed SAM registration) to the contract manager. To obtain registration and instructions, visit http://fedgov.dnb.com/webform and https://www.sam.gov.

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and accurately reflect all revenues and expenditures of funds provided by the Network under this subcontract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this subcontract for a period of seven (7) years after termination of the subcontract, or if an audit has

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been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this subcontract.

3. Upon completion or termination of the subcontract and at the request of the Network, the Provider will cooperate with the Network to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Network.
5. Persons duly authorized by the Network and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of Provider's subcontract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the Network as specified in Attachment III and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this subcontract indicates that the Provider is a recipient or sub-recipient, the Provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
   a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this subcontract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider activities not solely authorized under this subcontract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.
      Provider must maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this subcontract which evidences that expenditures are:
      1) allowable under the subcontract and applicable laws, rules, and regulations.
      2) reasonable; and
      3) necessary in order for the recipient or subrecipient to fulfill its obligations under this subcontract.
      The aforementioned documentation is subject to review by the Network and/or the State Chief Financial Officer and the Provider will timely comply with any requests for documentation.

E. Monitoring by the Network

1. To permit persons duly authorized by the Network to inspect any records, papers, documents, facilities, goods, and services of the Provider, which are relevant to this subcontract, and interview any clients and employees of the Provider to assure the Network of satisfactory performance of the terms and conditions of this subcontract. Following such evaluation, the Network will deliver to the Provider a written report of its findings and will include written recommendations regarding the Provider's performance of the terms and conditions of this subcontract. The Provider will correct all noted deficiencies identified by the Network within the specified period of time set forth in the recommendations. The Provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Network, result in any one or any combination of the following: (1) the Provider being deemed in breach or default of this subcontract; (2) the withholding of payments to the Provider by the Network; and (3) the termination of this subcontract for cause.

2. The Provider may not accept duplicate funding for any cost, position, service, or deliverable funded by the Network. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service, or deliverable. If there are multiple funding sources and the program is funded by the Network, the Network or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the Network, the Provider will reimburse to the Network one half of the monies previously paid to the Provider for that line item for the grant year in question.

3. The PROVIDER will return to the Network any overpayments made to the PROVIDER stemming from the identification of uncommitted funds or disallowed items pursuant to the terms and conditions of this Agreement. If the PROVIDER or any outside accountant or auditor determines that an overpayment has been made, the PROVIDER will immediately return to the Network such overpayment without prior notification from the Network. If the Network discovers that an overpayment has been made, the Contract Manager, on behalf of the Network, will notify the PROVIDER and the PROVIDER will forthwith return the funds to the Network. Should the PROVIDER fail to immediately reimburse the Network for any overpayment, the PROVIDER will be assessed a service charge equal to the rate of interest payable on judgments or decrees at the lawful rate established by the Chief Financial Officer of the State of Florida pursuant to section 55.03, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the PROVIDER's initial receipt of funds up to the date of reimbursement of the overpayment funds to the Network.

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F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The Provider shall be liable for and shall indemnify, defend, and hold harmless the Network and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Provider, its agents, or employees during the performance or operation of this subcontract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The Provider's inability to evaluate liability or its evaluation of liability shall not excuse the Provider's duty to defend and indemnify within seven (7) days after such notice by the Network is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees related to this obligation and its enforcement by the Network. The Network's failure to notify the Provider of a claim shall not release the Provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this subcontract and any renewal(s) and extension(s) of it. Upon execution of this subcontract, unless it is a state agency or subdivision as defined by §768.28, FS, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this subcontract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this subcontract. Upon the execution of this subcontract, the Provider shall furnish the Network written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Network reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this subcontract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this subcontract to another party nor subcontract for any of the work contemplated under this subcontract without prior written approval of the Network, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The Provider shall be responsible for all work performed and all expenses incurred with the project. If the Network permits the Provider to subcontract all or part of the work contemplated under this subcontract, including entering into subcontracts with vendors for services and commodities, it is understood by the Provider that the Network shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
3. The State of Florida shall always be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this subcontract to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the subcontract. In addition, this subcontract shall bind the successors, assigns, and legal representatives of the Provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. Unless otherwise stated in the contract between the Provider and subcontractor, payments made by the Provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Network in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the Network any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this subcontract that were disbursed to the Provider by the Network. In the event that the Provider or its independent auditor discovers that overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Network. In the event that the Network first discovers an overpayment has been made, the Network will notify the Provider by letter of such a finding. Should repayment not be made in a timely manner, the Network will charge interest at the rate in effect on the date of overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Providers initial receipt of funds up to the date of reimbursement of said overpayment funds to the Network.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting. In compliance with Chapter 415, FS, an employee of the Provider who knows or has reasonable cause to suspect that a child, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

Critical Incident Reporting for serious violations of law or regulations, significant changes in operation and external impact of anything which could possibly generate negative print, television and/or radio coverage will be reported to the Network's Executive Director Cindy Vallely (850) 671-4791 or at executivedirector@fncac.org. The Provider will provide updates to the Network, as needed, regarding ongoing developments related to the incident.

L. Purchasing

Procurement of Materials with Recycled Content. It is expressly understood and agreed that any products or materials which are the subject of or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.

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Expenditures of state financial assistance must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that state or local government agency. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. If the Provider intends to purchase commodities or contractual services from such a sole source supplier, then the provider must first notify the Network of the intended sole source purchase. Providing the following information, at a minimum:

- Providers Name
- Title and brief description of the commodity or contractual service desired to be purchased
- Contact information for Provider's procurement manager
- Performance and/or design requirements
- Intended single Source
- Price
- Justification for Single Source purchase (i.e., what is necessary and unique about the commodity, contractual service, or source; steps taken to confirm unavailability of competition, as appropriate)

The Network will review the information provided and either approve or disapprove the intention to use the sole source supplier by responding in writing to the Provider within a reasonable timeframe.

M. Independent Capacity of the Subcontractor

1. In the performance of this subcontract, it is agreed between the parties that the Provider is an independent contractor, and that the Provider is solely liable for the performance of all tasks contemplated by this subcontract, which are not the exclusive responsibility of the Network.
2. Except where the Provider is a state agency, the Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this subcontract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Network or the State of Florida. Nor shall the Provider represent to others that it has the authority to bind the Network unless specifically authorized to do so.
3. Except where the Provider is a state agency, neither the Provider, its officers, agents, employees, subcontractors nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this subcontract.
4. The Provider agrees to take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of the Network or the State of Florida.
5. Unless justified by the Provider and agreed to by the Network in Attachment I, the Network will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the Provider.

N. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of subcontract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

O. Public Entity Crime and Discriminatory Vendor

By executing this subcontract, the Provider represents and warrants that neither the Provider nor any of its affiliates, subsidiaries, directors, officers, or employees are currently on the convicted vendor list maintained pursuant to § 287.133, F.S., the discriminatory vendor list maintained pursuant to § 287.134, F.S., or any similar list maintained by any other state or the federal government. The Provider shall immediately notify the Network if it or any of its affiliates, subsidiaries, directors, officers, or employees are placed on the convicted vendor list maintained pursuant to § 287.133, F.S., the discriminatory vendor list maintained pursuant to § 287.134, F.S., or any similar list maintained by any other state or federal government.

P. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this subcontract, or in any way connected herewith, the Provider shall refer the discovery or invention to the Network to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this subcontract are hereby reserved to the State of Florida.
2. The Provider, to the extent permitted by Florida law, shall indemnify and save harmless the Network and the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the Provider. The Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Nothing herein shall be construed as a waiver of the sovereign immunity of the Provider, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

Q. Construction or Renovation of Facilities Using State Funds

No funds provided under this Subcontract may be used for the purchase of or improvements to real property.

R. Information Security

The Provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and

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456.057, Florida Statutes. The Provider must implement procedures to ensure the protection and confidentiality of all confidential matters. The Provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

S. Criminal History Records Checks

1. That Network requires criminal history records check on any Provider's staff, employees or subcontractor staff that has access to children's confidential information resources or facilities operated in whole or in part with funding from this Subcontract unless formally waived in writing by the Network. The cost of performing the criminal history records checks is an allowable expense under this Subcontract.
2. The criminal history records check must be completed in accordance with §§ 394.4572, 408.809 and 435.12, Florida Statutes. A letter certifying that no disqualifying crimes were identified must be submitted to the Network Contract Manager within 30 days. If the Provider adds additional employees during the term of the Subcontract, the names of those staff, employees or subcontractor staff must be provided to the Network Contract Manager within 7 days of beginning work. The Provider shall resubmit updated Criminal History Records Checks certification letters every five (5) years from the prior criminal history records check if the Subcontract is in force.
3. If any disqualifying crimes are present on the record, the Provider agrees to remove the employee from the worksite and terminate the employee's access to confidential information resources, participants, and the participant's family members.
4. During the term of the subcontract, the Provider shall report in writing to the Network Contract Manager, the arrest, charge or Notice to Appear for an alleged commission of a disqualifying crime in any state or other jurisdiction for any Provider's staff, employee or subcontractor assigned to this Subcontract within one (1) business day of Provider's knowledge. The notice shall include the Provider's name, the staff member's name, and the location and nature of the alleged violation. The Network reserves the right to require the Provider to immediately suspend or terminate the staff members work under this Subcontract, access to any children and their families' receiving services funded by this Subcontract and state or federal confidential information obtained or maintained under this Subcontract. The Provider shall notify the Network within ten (10) calendar days of case disposition.

T. CONFIDENTIALITY BREACH REPORTING AND NOTIFICATION RESPONSIBILITY

That the Provider is subject to the provisions of 501.171 Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidentiality information, as well as fines of up to $500,000 for failure to report timely.

U. TEXT MESSAGING WHILE DRIVING BY SUBCONTRACTORS, AWARD RECIPIENTS, AND SUBRECIPIENTS

That the provider will follow Florida law on text messaging while driving company-owned or rented vehicles; while driving privately owned vehicles on official business; or when performing any work for or on behalf of the Network.

V. Gifts and Gratuities: The Provider will not offer or give any gift or any form of compensation to any Network employee. As part of the consideration for this agreement, the Parties intend that this provision will survive the Agreement for a period of two years. In addition to any other remedies available to the Network, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Florida Department of management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

W. Health Insurance Portability and Accountability Act

The Provider will, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d) as well as all regulations promulgated thereunder (45 C.F.R. parts 160, 162, and 164)

II. THE NETWORK AGREES:

A. Subcontract Amount

To pay for Subcontracted services and expenses according to the conditions of Attachment I up to a maximum amount not to exceed $113,786.35 for Children's Advocacy Subcontracted Services and expenses up to a maximum amount not to exceed $11,111.11 for Child Protection Team Subcontracted Services, subject to the availability of funds. The Network and State of Florida's performance and obligation to pay under this subcontract is contingent upon an annual appropriation by the Legislature. The costs of services and expenses paid under any other contract or from any other source are not eligible for reimbursement under this subcontract.

B. Payment:

This is a Monthly COST Reimbursement Subcontract and will be reimbursed monthly once all monthly documents and backup documentation required under this Subcontract have been submitted in correct form and entirety.

III. THE PROVIDER AND THE NETWORK MUTUALLY AGREE

A. Effective and Ending Dates

This Subcontract will become effective on July 1, 2022, or the date upon which the contract between the Network and the Florida Office of the Attorney General for general revenue funding is executed, whichever is later, and will continue through June 30, 2023. No costs incurred by the Provider prior to, or after, the Subcontract Period will be reimbursed, and the Provider is solely responsible for any such expenses.

B. Termination

1. Termination at Will

This Subcontract may be terminated by either party upon no less than thirty (30) calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this subcontract become unavailable, the Network may terminate the subcontract upon no less than *twenty-four (24) hours*' notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Network shall be the final authority as to the availability and adequacy of funds. In the event of termination of this subcontract, the Provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This subcontract may be terminated for the Provider's non-performance upon no less than twenty-four (24) hours' notice in writing to the Provider. If applicable, the Network may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions

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of this subcontract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this subcontract. The provisions herein do not limit the Network's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the Network in a manner satisfactory to the Network will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Network, been notified by the Network of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Network; or (2) had a contract terminated by the Network for cause.

C. Renegotiation or Modification

Modifications of provisions of this subcontract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Network's operating budget. The Provider may request a budget modification which must be approved by the Network prior to the expenditure of any Network grant funds arising from any adjustments between previously approved budget categories and line items. Budget modification is at the sole discretion of the Network. No Budget Modifications or amendments can be made after the earlier of the end of the Term, the termination of this Agreement pursuant to Article 33 or when the Total Grant Amount has been paid by the Network to the Provider.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (Provider name as shown on page 1 of this subcontract) and mailing address of the official payee to whom the payment shall be made is:

Highlands County, a Political Subdivision of the State of Florida
600 S Commerce Avenue
Sebring, Fl 33870

2. The name of the contact person and street address where financial and administrative records are maintained is:

County Administrator
600 S Commerce Avenue
Sebring, Fl 33870

1. The name, address, and telephone number of the contract manager for the Network for this subcontract is:

Gretchen Wild-Story
501 E. Tennessee Street Suite B
Tallahassee, FL 32308
(850) 350-6466

4. The name, and address, of the Provider's representative responsible for administration of the program under this Subcontract is:

Kathleen G. Rapp
600 S. Commerce Avenue
Sebring, Fl 33870

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing **within 5 days** to the other party and said notification attached to originals of this subcontract.
6. Pursuant to section 215.422 (7), Florida Statutes (2017), the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to function as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

E. All Terms and Conditions Included

This subcontract and its attachments as referenced, I, II and III and any additional exhibits referenced therein, and any documents incorporated by reference contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this subcontract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the subcontract is found to be illegal or unenforceable, the remainder of the subcontract shall remain in full force and effect and such term or provision shall be stricken. This Subcontract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with Florida law without reference to conflict of laws principles. Jurisdiction and venue for any action on proceeding arising out of, relating to, or in connection with this Subcontract shall lie exclusively in the courts of the state of Florida in Leon County, Florida.

I have read the above Subcontract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused these twenty-six (26) pages subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER: HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

SIGNED BY: _____

NAME: Printed name of Signer

TITLE: Title of Signer **DATE:** _____

Florida Network of Children's Advocacy Centers

SIGNED BY: _____

NAME: CINDY VALLELY

TITLE: EXECUTIVE DIRECTOR DATE: _____

ATTACHMENT I

A. Services to Be Provided

1. Definitions of Terms

a. Contract Manager: An individual designated by the Network to be responsible for the management of this subcontract.

b. OAG funds: General Revenue funds issued from the Office of the Attorney General through the Florida Network of Children's Advocacy Centers.

c. Quarter: A three-month period of the State's fiscal year, which begins on July 1. The quarters for this subcontract are July through September (first quarter); October through December (second quarter); January through March (third quarter); and April through June (fourth quarter).

d. Track-It! Electronic document management system for providers to utilize in the submission of reports and other documents to the Network. The Track-It! URL is: https://trackit.fncac.org:9001/TrackItWeb/SelfService

B. General Description.

a. General Statement. Funds provided under this subcontract shall be used to support and provide community, investigative, legal and social service programs necessary to deliver services to children who are victims of physical and/or sexual abuse, children who witness violent crime or domestic violence, children who are victims of neglect or who are endangered due to drugs or alcohol abuse, and their families or caregivers, for the duration of the subcontract period.

b. Major Program Goals.

A. Reduce trauma to the child abuse victim through therapeutic program services.

B. Protect and nurture children by reducing the trauma caused by multiple investigative interviews.

C. Improve collaboration between law enforcement, prosecution, treatment professionals, educators, and child protective workers to provide more coordinated services to the children and their families.

D. Enhance the quality of investigations to improve the protection of children and the prosecution of perpetrators.

E. Take an active role to reduce child abuse in the community.

1. Clients to be Served.

a. General Description. All alleged child victims of abuse, neglect, drug endangerment, and witness to violence, and their families or caregivers may be provided services.

b. Client Eligibility. Eligibility extends to any children, their families or caregivers that have been the victim of child violence (primary or secondary victims). The primary presenting reason for an individual to receive services supported under this subcontract must be related to child violence.

c. Client Determinations. In the event of any disputes regarding the eligibility of clients, the determination made by the Network is final and binding on all parties.

d. Subcontract Limits. All services shall be performed during the subcontract period. The amount of services to be provided is limited to the amount of funds available and to those services listed in Section C.1.a. herein.

2. Staff Qualifications: Provider will ensure that sub-recipient staff, contractors and volunteers working at the local children's advocacy centers who are providing services funded under this Subcontract are screened and trained in accordance with §39.001 (2), Florida Statutes, and meet minimum acceptable qualifications to perform their job

functions. At a minimum, professional staff who deliver direct services must have the following qualifications:

2. 1. **Psychiatrist:** a medical practitioner licensed under Chapter 458 or Chapter 459, Florida Statutes, for at least three (3) years, inclusive of psychiatric residency.

2.2. **Psychiatric Nurse Practitioner:** advanced registered nurse practitioner certified under§464.0 12, Florida Statutes, who has a master's or doctoral degree in psychiatric nursing, holds a national advanced practice certification as a psychiatric mental health advanced practice nurse, and has 2 years of post-master's clinical experience under the supervision of a psychiatrist.

2.3. **Psychologist:** licensure pursuant to §490.005(1), §490.006, Florida Statutes, or the provision identified as §490.013(2) in Ch. 81-235, § I, Laws of Florida.

2.4. **Clinical Psychologist:** a psychologist as defined in §490.003(7), Florida Statutes, with at least three (3) years of postdoctoral experience in the practice of clinical psychology, inclusive of the experience required for licensure.

2.5. **Mental Health Counselor (as defined by §490.003, Florida Statutes):** licensure or certification pursuant to §49l.006, §§491.0045-0046, Florida Statutes.

2.6. **Clinical Social Worker:** licensure pursuant to §491.005, §491.006, §§491.045-046, Florida Statutes.

2.7. **Physician:** licensure pursuant to Chapters 458 or 459, Florida Statutes.

2.8. **Physician's Assistant:** licensure pursuant to §458.347 and §459.022, Florida Statutes.

2.9. **Primary Care Physician:** a general or family medical practitioner licensed under Chapter 458 or Chapter 459, Florida Statutes, who is the child's primary physician.

2.10. **Advanced Practice Registered Nurse:** licensure pursuant to §464.012, Florida Statutes, and graduation from a program leading to a master's or doctoral degree in a nursing clinical specialty area with preparation in specialized practitioner skills.

2.11. **Master's Level Students/Interns:** Students or interns who have completed a Master's Degree in psychology, clinical psychology, mental health counseling, clinical social work or another associated degree who are actively working toward licensure or certification or who are enrolled in a doctoral degree program for any of the previously mentioned disciplines, may fulfill the roles identified in 2.3, 2.4, 2.5, or 2.6 above.

2.12. **Advocacy Paraprofessionals:** Persons with a bachelor's degree from an accredited college or university in social work or completion of a certification program offered by an accredited college or university, a governmental agency, a professional association, or an internal training program offered by an accredited children's advocacy center. Paraprofessional s may only provide advocacy services and are prohibited from providing mental health counseling or treatment services.

C. Program Areas and Services

The Provider will ensure that, at a minimum, the following programs and services are being funded by this Subcontract.

i. Scope of Work. The Provider shall ensure that all services are provided in Highlands County throughout the subcontract period. All other activities shall support enhanced service delivery.

a. Tasks: The Provider will perform the following tasks throughout the term of the subcontract unless otherwise specified:

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1) Therapy Program Services.
   a) The Provider shall provide Mental Health Services: Including intake, treatment plans, individual counseling, family counseling and group counseling.

      1. Individual Therapy Services: Specialized trauma-focused mental health services provided to the child victim, caregiver and siblings designed to meet the unique needs of the child and family.

      2. Group Therapy Services: Specialized trauma-focused mental health services provided in a group setting to the child victim, caregiver, and siblings designed to meet the unique needs of the child and family.

      3. Family Therapy Services: Specialized trauma focused mental health services provided in a group setting designed to meet the unique needs of the child victim, caregiver, and siblings designed to meet the unique needs of the child and family.

      4. Psychological Evaluation Services: An examination by a licensed psychologist using a psychological testing, review of history, clinical interviews, behavioral symptoms, and observations for the purpose of determining the child's current psychological and neurological functioning to assist the evaluator in providing relevant and sound options in matters where the child's health and welfare may have been harmed.

2) Case Management and Advocacy:

2.1. Crisis assessment and intervention, risk assessment, and safety planning and support for children and family members at all stages of involvement with the Children's Advocacy Center (CAC).

2.2. Assessment of individual needs and cultural considerations for the child and family to ensure those needs are addressed.

2.3 Presence at CAC during the forensic interview in order to participate in information sharing; inform and support family about the coordinated, multidisciplinary response; and assess needs of child and non-offending caregiver.

2.4 Provision of education and access to victims' rights and crime victims' compensation.

2.5 Assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, transportation, public assistance, etc.)

2.6 Provisions of referrals for specialized, trauma focused, evidence supported mental health and medical treatment, if not provided at the CAC.

2.7 Access to transportation to interviews, court, treatment, and other case-related meetings.

2.8 Engagement in child and family response regarding participation in the investigation and/or prosecution.

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2.9 Participation in case review in order to discuss the unique needs of the child and family and plan associated support services, ensure the seamless coordination of services, and ensure the child and family's concerns are heard and addressed.

2.10 Provision of updates to the family on case status, continuances, dispositions, sentencing, and inmate status notification (including offender release from custody).

2.11 Provision of court education and courthouse/courtroom tours, support, and accompaniment.

2.12 Coordinated case management meetings with all individuals providing victim advocacy services.

3) Child Protective Team Services.

3.1 **Forensic interviews:** a developmental and age-appropriate interview conducted by staff with a child advocacy center to collect factual information to determine if the child was the victim of a crime or witnessed a crime against another person.

3.2 **Specialized Interviews:** an interview conducted for the purpose of gathering clinical data, family functioning, and family history.

3.3 **Medical Assessments:** an examination or records consultation resulting in a report of the nature, severity and prognosis of physical trauma sustained by the child victim performed by a primary care or emergency care physician, a licensed physician's assistant, or advanced registered nurse practitioner.

4) Using the budget form provided by the Network, the Provider shall prepare a line-item budget to identify anticipated OAG general revenue fund expenditures. The budget shall be submitted to the contract manager for approval by July 3, 2021.

a. Task Limits. All tasks shall be provided within the State of Florida. The Provider is authorized to perform only the tasks set out herein or in any amendment hereto.

b. The Provider shall remain operational and provide reports for the entire subcontract period, even if the deliverables have been met before the subcontract ending date.

4) Medical Program Services

a) The Provider shall provide Medical Assessments: an examination or records consultation resulting in a report of the nature, severity and prognosis of physical trauma sustained by the child victim performed by a primary care or emergency care physician, a licensed physician's assistant, or advanced registered nurse practitioner. Medical Assessments are subject to the provisions of FS 960.28(1).

3. Staffing Requirements.

a. Staffing Levels. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. The Provider shall designate a project manager, identified in Section III.D.4. of the Standard Subcontract, who is responsible for subcontract

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compliance and who will be the primary point of contact for the Network on progress and work products.

1) The Provider shall submit the job description, resume and any other credentials for all staff funded under this subcontract.
2) The Provider shall require all staff funded under this subcontract to maintain timesheets to account for their time.
3) The Provider shall notify the Network contract manager within five (5) working days of hiring and/or terminating staff funded under this subcontract. For new hires, notification shall include a resume, Level 2 Background Check, and job description.
4) If any information on the Provider Information form changes, the Provider shall submit a revised form within five (5) working days of the change.
5) The Provider shall notify the Network one week *prior* to a change of address and submit a revised Provider Information form within five (5) working days of the change.

b. Professional Qualifications. The Provider will be responsible for the staff affiliated with this subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law, and experience necessary to successfully perform their duties.

c. Subcontractors. The Provider may, *only* with prior written approval of the Network, enter into written subcontracts for performance under the subcontract. No subcontract agreement that the Provider enters into with respect to performance under the subcontract shall in any way relieve the Provider of any responsibility for performance of its subcontract responsibilities with the Network.

4. Service Location and Equipment.

a. Service Delivery Location. The Provider shall provide services from its established Florida-based office or other off-site location approved by the Network.

b. Service location(s) must be accessible to persons with disabilities and ADA (Americans with Disabilities Act) compliant. The Provider shall, within its ability, make reasonable accommodations and modifications to its facility in order to provide accessible services to persons with disabilities. Examples of such accommodations/modifications are: 1) designated parking, 2) ramp access to building, 3) alternative formats available for documents, 4) accessible restroom facilities 5) doors and doorways are accessible and 6) a sign language interpreter, if available. Physical modifications considered as construction or renovation may not be funded under this subcontract.

c. The Provider's physical environment must provide for the comfort and dignity of its clients. The Provider shall maintain offices conducive to service provision in a private, confidential manner.

d. Service Times. The Provider's office will be staffed at a minimum from 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding state-sanctioned holidays.

e. None of the funds made available pursuant to this subcontract may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

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5. Deliverables.

a. Deliverables. See Section C. i. a.

b. Reports. The mere receipt of reports by the Network shall not be construed to mean or imply approval. The Network reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Network, at its option, may allow additional time within which the Provider may remedy the objections noted or after having given the Provider a reasonable opportunity to cure and the Provider fails to cure, the Network may terminate the subcontract in the absence of extenuating or mitigating circumstances. Payment may be withheld by the Network until required reports have been submitted. The Provider shall timely submit the following reports to the Network:

1) Invoice and Monthly Expenditure Report (MER). The Provider shall submit a completed MER form, incorporated herein by reference, to the Network contract manager to verify that funds are: 1) spent on allowable costs, and 2) used to enhance the provision of services and increase the number of victims served. The report shall be due by the 25th day of the month following the month in which services were provided, summarizing all expenditures. This report, to be completed in accordance with instructions provided by the Network, shall identify expenditures made with subcontract funds only.

2) Monthly Program Service Reports. The Provider shall complete the monthly Program Report form, incorporated herein by reference, by the 25th of the month following the month in which services were provided, to document achievement of service tasks identified in Section C.1.a. of this subcontract.

3) General Revenue Personnel Spreadsheet: This form is used to seek reimbursement of allowable personnel expenses as outlined in the approved Network Budget. This form must be included in the invoice and must be submitted by the 25th day of the following month in which the expenses were expended. (This form is not required if the approved budget does not contain personnel expenses).

4) Actual Expense Report: This form is used to seek reimbursement of allowable contractual, operating and training expenses as outlined in the approved Network Budget. This form must be included with the Invoice and must be submitted by the 25th day of the month following the month in which the expenses were expended. (This form is not required if the approved budget does not contain any contractual, operating and training expenses).

5) Project Specific Timesheet: Project Specific Timesheets notating the pay period must be used to report time spent on General Revenue grant project. Only salary for time spent on activities related to the General Revenue Grant is reimbursable. A Project Specific Timesheet must be used by all organizations requesting reimbursement of personnel expenses. The timesheets must be completed for all staff including Executive Directors who are reimbursed from the General Revenue Grant. Failure to submit the Project Specific Timesheets must be submitted monthly when claiming reimbursement of personnel expenses. The form must be signed and dated by the employee and their supervisor. Executive directors must sign and date their timesheets and have their timesheets authorized by a member of the Board of Directors or their Supervisor, when claiming reimbursement of personnel expenses. Executive Directors may authorize the timesheets of their staff providing staff is not related to the Executive Director. At least one

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Project Specific Timesheet must be used for each staff member. The organization may use as many timesheets as necessary to report the appropriate time spent on the General Revenue Grant.

6) Daily Vehicle Use Log: This form is used to report mileage for activities related to the General Revenue grant within the organization's local service area. This form **is not** for use when traveling outside the organization's service area. The signature of staff claiming mileage is required and the form must be signed by the Executive Director. Executive Directors must authorize daily Vehicle Use Log of their staff providing staff is not related to the Executive Director. Executive Directors sign and date their own Daily Vehicle Use Log and must have their Daily Vehicle Use Log authorized by a member of the Board of Directors when claiming reimbursement of mileage expenses.
7) Property Inventory: All property purchased pursuant to Chapter 273, Florida Statutes and Florida Administrative Code Chapter 691-72, using grant funds, requires a Property Inventory Report be completed and submitted to the Network at the time reimbursement is requested. Payment will not be authorized until such time as the required Property Inventory Report has been submitted. The Provider will be responsible for the proper care, custody and distribution of all property acquired, and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired without the written permission of the Network.
8) Authorization to Incur Travel Expense: Pursuant to Florida Administrative Code Rule 691-42.003, form DFS-AA-13 will be used when requesting approval for travel. The form will be signed by the person requesting travel and their supervisor or an authorized member of the organization's Board of Directors. It must be completed prior to travel taking place and must evidence the estimated cost of travel as allowed under Section 112.061, Florida Statutes. This form must be submitted within the month travel occurred and travel reimbursement is requested, if possible. It must, however, be submitted no later than the month following the actual travel.
9) Travel Voucher: Pursuant to Florida Administrative Code Rule 691-42.003, form DFS-AA-15 will be used when requesting reimbursement for travel expenses associated with the General Revenue grant project. The form will be completed by all travelers requesting reimbursement from the General Revenue grant and will be prepared in strict compliance with Section 112.061, Florida Statutes. The form will be signed by the traveler and the official authorizing the travel, a supervisor, or an authorized member of the Board of Directors. Social Security numbers should not be placed on the form when submitting for reimbursement. However, the organization must maintain information to correctly identify all authorized travelers under audit. Only those travel expenses associated with the General Revenue project and in the program's approved budget are reimbursable. This form should be submitted within the month travel occurred and travel reimbursement is requested, if possible. It must, however, be submitted no later than the month following travel and must be accompanied with form DFS-AA-13, Authorization to Incur Travel Expense, and must be submitted at the time the monthly Invoice is Submitted.
10) Program Modifications: The Program Modification Request form is used to request modifications to program deliverables and must be submitted on or

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before March 31st, for review to allow sufficient time for the program to meet any approved changes.

11) Monthly Deliverables Report: This form is used to provide information on the minimum performance measures required for all General Revenue grant funds and to justify reimbursement. This form must be submitted when the Invoice is submitted, and the provider must submit the required supporting documentation indicating completion or compliance with the required deliverables. Otherwise, the Invoice cannot be processed. If the provider fails to meet the minimum performance measures or provide the required supporting documentation, Financial Consequences will be applied pursuant to Section 215.971(1) (c) Florida Statutes.

12) Other Reports. The Provider shall furnish such other reports and information that the Network may require within the time requested.

c. Records and Documentation.

1) The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Network harmless from any claim or damage including reasonable attorney fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records. Nothing herein shall be construed as a waiver of the sovereign immunity of the Provider, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

2) The Provider shall maintain all records required to be maintained pursuant to the subcontract in such manner as to be accessible by the Network upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

6. Performance Specifications.

1). Monitoring and Evaluation Methodology.

a) By execution of this subcontract the Provider hereby acknowledges and agrees that its performance under the subcontract shall meet the standards and be bound by the conditions set forth herein. If the Provider fails to meet these standards, the Network, at its exclusive option, may allow up to three (3) months for the Provider to achieve compliance with the standards. If the Network affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time frame, the Network will terminate the subcontract in the absence of any extenuating and mitigating circumstances. The determination of extenuating or mitigating circumstances is the exclusive right of the Network.

b) The Provider shall comply with the requirements of the Network's Standard Subcontract, section I.E., with reference to monitoring by the Network. The Provider agrees to fully cooperate with the Network in the conduct of both performance audits and financial audits. The Provider will be evaluated through on-site and/or virtual monitoring visits and/or desk reviews of service reports and invoices. This component is intended to be in addition to other audit requirements found in other documents incorporated by reference in this subcontract and is not to be construed as a limitation upon them. The Provider agrees to include these audit and recordkeeping requirements in all approved subcontracts and assignments that result from this subcontract.

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7. Provider Responsibilities.

a. Provider Unique Activities. The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in Section C.1.a. By execution of this subcontract the Provider recognizes its singular responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

b. Contact Information. The Provider shall submit a Provider Contact Information Form to the Network contract manager with signature pages for execution of this subcontract. Contact information changes must be documented on a revised Provider Contact Information Form and submitted to the Network contract manager **within five (5) working days of occurrence**. Staff contacts identified by the Provider on the Provider Information Form shall be accessible via e-mail throughout the subcontract period and respond timely to Network contract manager communications. All emails, voicemail messages, Track-It! work orders and other communications shall reference the subcontract number(s) applicable to the correspondence. **Reference subcontract numbers in the subject line of all emails.**

c. The Provider shall comply with all Provider's policies and procedures, including but not limited to 1) financial management, 2) personnel, 3) board directors' roles and responsibilities, 4) operations, 5) conflict of interest and 6) document retention.

d. The Provider shall ensure that any staff travel expenses incurred beyond the local community and funded under this subcontract will be identified on a completed State of Florida Voucher for Reimbursement of Travel Expenses, incorporated herein by reference, and maintained by the Provider. Local mileage must be maintained on either a mileage log or the state voucher form to document per trip the destination (i.e., the person/organization if not a victim), number of miles traveled, the purpose of travel and how it relates to funding activities, and date of travel along with the name of the person to be reimbursed.

8. Network Responsibilities.

a. Network Obligations. The Network will provide technical support and assistance to the Provider to increase its capacity to offer victims/survivors the highest quality of services.

b. Network Determinations. The Network has final authority in monitoring, reporting and payment disputes.

D. Submission Schedule.

1. If the due date for a report, invoice or other item falls on a weekend or holiday, it shall be due on the last business day **previous** to the due date. The due date is the date that the report must be **received** by the Network.

2. All reports, invoices, or other items identified herein shall be submitted electronically to the Network contract manager via Track-It! document management system, unless otherwise approved by the contract manager. When submitting documents through Track-It! the Provider will provide the subcontract number in the notes section and select the correct document type which determines the destination of the submission. The work order purpose never changes and always says "This Work

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Order is for Submitting Required Documentation." The Track-It! URL is: https://trackit.fncac.org:9001/TrackItWeb/SelfService

E. Method of Payment

1. Payment Clause.

a. The Network shall pay the Provider for the delivery of service provided in accordance with the terms of this subcontract, subject to the availability of funds.

b. The Provider shall request payment on a monthly basis through the submission of a properly completed invoice (see Attachment III) to the Network contract manager in accordance with the following schedule. The invoice shall be due each month on the 25th day of the month following the month of service expenses.

c. Any payment due under the terms of this subcontract may be withheld until any or all reports or other requested information due from the Provider are received by the Network and necessary adjustments have been made and approved by the Network. It is agreed that the Network's determination of acceptable service shall be conclusive. If the Provider fails to achieve the deliverables in accordance with the subcontract, the Provider will be assessed a financial consequence, at a minimum of 5% of 1/12 of the total Provider contract or 5% of that month's invoice, whichever is greater.

d. The Provider agrees to refund to the Network, any payments made by the Network which are subsequently disallowed pursuant to the terms of the subcontract. Such refunds shall be due within forty (40) days following the end of the subcontract or from the time the overpayment is discovered.

e. Late submission of any invoices, reports, necessary budget revisions, or other documentation may result in the Provider's invoice being held for payment until all required documentation has been received. If the Provider fails to achieve the deliverables in accordance with the subcontract, the Provider will be assessed a financial consequence, at a minimum of 5% of 1/12 of the total Provider contract or 5% of that month's invoice, whichever is greater.

f. Financial Consequences.

If the Provider fails to achieve the deliverables in accordance with the subcontract, the Provider will be assessed a financial consequence, at a minimum of 5% of 1/12 of the total Provider contract or 5% of that month's invoice, whichever is greater

AGREEMENT Grant No. K05342, awarded by State of Florida, Department of Legal Affairs, Office of the Attorney General

1) Execution of future subcontracts and/or amendments may be withheld pending receipt of late penalties, deliverables, required documents and requested information (to include monitoring report corrective actions).

F. Special Provisions.

1. Cost proposals. All anticipated expenditures shall appear in the Provider's submitted cost proposal (budget), using the form and format prescribed by the Network. No costs may be incurred without prior approval of budget line items by the Network contract manager. Possible changes should be sent to the contract manager in advance of a formal budget revision to determine if costs are allowable and a budget revision is necessary. It is incumbent upon the Provider to submit considered changes as soon as possible to allow sufficient time to review the request. Expenditures should be tracked throughout the year to ensure all funds will be expended timely. The cost proposal must include a budget narrative to describe

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and justify how each line item is related to program activities. The cost proposal will not be approved without a detailed budget narrative with sufficient explanation. Cost proposal date restrictions apply as follows:

1) The Provider shall review the budget proposal monthly to verify expenditures align and make necessary adjustments to ensure all funds will be expended during the subcontract period.

2) Cost proposal revisions will not be accepted after May 30 of the current fiscal year, unless permitted by the Network contract manager.

a. Prior approval shall be obtained from the Network contract manager for any travel and/or training not specifically identified and approved in the current cost proposal. If line items include travel to a conference or training, an agenda, presenter credentials and itemized costs are required to be submitted for prior approval.

2. Publication Requirement. The Provider agrees to acknowledge the Office of the Attorney General in all publications and advertisements that are funded wholly or in part with this Subcontract. The Provider shall submit for review one copy of all proposed publications resulting from this Subcontract prior to printing. The Provider shall submit for review one copy of all proposed media or program advertisements at least twenty (20) days prior to public release and in accordance with this attachment, Section F.1.a. Any publications, media or program advertisements shall contain the following statement:

g. "This project was supported by and Florida Network of Children's Advocacy Centers."

3. Although an audit may not be required in accordance with Attachment II, if performed, a copy of the report, along with any management letters, attestations or other information issued by the auditor, shall be submitted to the Network contract manager within 45 days after delivery of the audit report, but no later than six months after the Provider's fiscal year end.

4. Anything that is produced or developed in connection with this subcontract shall be the exclusive property of the Office of the Attorney General and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the Provider or any other individual employed under this subcontract shall have any proprietary interest in any product(s) developed or produced under this subcontract.

5. If the Provider's certification status is revoked and all appeals (in accordance with the National Children's Alliance's (NCA) Certification Appeals Process) have been denied, this subcontract shall be terminated, effective immediately. Accordingly, funding shall also be terminated at that time. If the Provider is denied certification in one or more but not all counties previously acknowledged as receiving services, funding will be reduced accordingly.

6. This subcontract may be terminated within sixty (60) days of the Network being advised that the Provider has had a contract or funding terminated by any state or federal agency for cause.

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ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Network to the Provider may be subject to audits and/or monitoring by the Network, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part §200.500,formerly OMB A-133 and Section 215.97, F.S., monitoring procedures may include, but not be limited to, on-site visits by Network staff, limited scope audits, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Network. In the event the Network determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Network to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Network, the Department of Health, the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government, or a non-profit organization as defined in 2 CFR Part §200.500.

1. In the event that the provider expends $750,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part §200.501. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Network by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Network. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part §200.502-§503. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.500 will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part §200.508 - §200.512.

3. If the provider expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part §200.501(d) is not required. In the event that the provider expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part §200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from sources other than Federal entities.)

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Network shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Network shall be fully disclosed in the audit report with reference to the Network agreement involved. If not otherwise disclosed as required by 2 CFR Part §200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each agreement with the Network in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

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PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), and Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Network by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Network, the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the provider expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Network shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Network shall be fully disclosed in the audit report with reference to the Network agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Network in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Network retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

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PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part §200.512 will be submitted by or on behalf of the provider directly to each of the following:

   A. The Network as follows:

      Submit to the Network's Contract Manager via Track IT

      Audits must be submitted in accordance with the instructions set forth in Exhibit 2 hereto and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to:

      Florida Network of Children's Advocacy Centers
      501 E. Tennessee Street Suite B
      Tallahassee, Florida 32308

   B. The Federal Audit Clearinghouse designated in 2 CFR Part §200.36 should submit a copy to the Federal Audit Clearinghouse), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   C. Other Federal agencies and pass-through entities in accordance with 2 CFR Part §200.331.

2. Pursuant to 2 CFR Part 200.521 the provider shall submit a copy of the reporting package and any management letter issued by the auditor, to the Department of Health as follows:

   SingleAudits@flhealth.gov

   Audits must be submitted in accordance with the instructions set forth in Exhibit 2 hereto and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

   A. The Department of Health as follows:

      : SingleAudits@flhealth.gov

      Audits must be submitted in accordance with the instructions set forth in Exhibit 2 hereto and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

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

      Auditor General's Office
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, Florida 32399-1450

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4. Any reports, management letter, or other information required to be submitted to the Network pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Providers, when submitting financial reporting packages to the Network for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

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

End of Text

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EXHIBIT – 1

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program 1_____ CFDA# _____Title_____$_____

Federal Program 2 _____CFDA#_____Title_____$_____

TOTAL FEDERAL AWARDS $_____

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

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

Matching resources for federal program(s) N/A CFDA# _____Title_____$_____

State financial assistance subject to Sec. 215.97, F.S.: CSFA#41.031 Title: The Florida Network of Children's Advocacy Centers

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.: $124,897.46

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

FL Dept. of Financial Services, Reference Guide for State Expenditures

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EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

_____Vendor not subject to OMB Circular A-133 and/or Section 215.97, F.S.
__X__Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.
_____Exempt organization not subject to OMB Circular A-133 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules, and regulations:

STATES, LOCAL GOVERNMENTS, AND INDIAN TRIBES MUST FOLLOW:
2 CFR 225 a/k/a OMB Circular A-87 – Cost Principles*
OMB Circular A-102 – Administrative Requirements**
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations.

NON-PROFIT ORGANIZATIONS MUST FOLLOW:
2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations.

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:
2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles*
2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations.

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.
**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules, and regulations:

Section 215.97, Fla. Stat.
Chapter 69I-5, Fla. Admin. Code
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations.

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FNCAC GR/CPT Invoice 2022/2023

Provider: .

Address:

Subcontract Number:

Telephone:

Service Period (check one):

Jul 2021	_____	Nov 2021	_____	Mar 2022	_____
Aug 2021	_____	Dec 2021	_____	Apr 2022	_____
Sept 2021	_____	Jan 2022	_____	May 2022	_____
Oct 2021	_____	Feb 2022	_____	Jun 2022	_____

Summary of Payments

	FNCAC CPT	GR	Line Item
SFY 2022/2023 Allocation:			
Total Funds Requested This			
Actual Expenditures to Date:	$0.00	$0.00	$0.00
Balance:	$0.00	$0.00	$0.00

(Actual Expenditures to Date (AED) should equal the amount expended through the period checked above. Monthly invoice AED amount should equal total indicated on the Monthly Expenditure Report per fund)

(NOTE: ALL FUNDS MUST BE EXPENDED BY JUNE 30th)

Total County Funding Amount: $_____ Has not changed for FY 22/23

I Certify that the above report is a true and correct reflection of this period's activities, as stipulated in this contract and no expenses requested have been paid by another funding source.

Signature of Provider Agency Official — Date

Title — Phone #

FNCAC GR/FNCAC CPT/Line Item Monthly Rate

July 2021 -June 2022

COST

(FOR FNCAC USE ONLY)

Combined Monthly Total: $0.00

Penalties

Description:

$_____

$_____

$_____

$_____

Total Penalties: $0.00

Payment Approval

Total Approved For Payment By the Network: $0.00

Signature — Date

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of July 21, 2022.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

Attachments: COUNTY ATTORNEY LOG 2.docx

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 7	Sarah Albritton	Lincoln Heights Park Lease Agreement	MR-Under review
2	Priority 4	Clinton Howerton	Lot Splitting	SS-under review
3	Priority 4	David Nitz	Heart of FL Legal Aid Society Agreement	Assigned/SS- Need more info
4	Priority 4	Ingra Gardener	Non-profit Criteria/Applications/policies	MR/SS- Under review & collecting info
5	Priority 4	Michelle Drake	Oxygen Gen System Agreement	SS-Need more info
6	Priority 4	Jeff King	Site Prep Grant	MR-Under review
7	Priority 4	Valerie Fleeger	Solid Waste	SS-Under review
8	Priority 4	Rachel Barry	Ordinances-Art. 9, 11, 1 & 3, 5, 6, 8, 10, 12.	SS-Under review
9	Priority 4	Ingra Gardner	Local Housing Assistance Plan	SS-Under review
10	Priority 4	Ginger Svendsen	Johnson Controls	MR-Under review
11	Priority 4	Lori DeLoach	Public Sector Recruitment	SS-Under review
12	Priority 4	Vikki Brown	Heartland Library Cooperative Agreements	MR-Under review
13	Priority 4	Lori DeLoach	2692 SR 17 Lease	MR-Under review
14	Priority 7	Leah Sauls	Community Planning Technical Assistance	MR-Under review

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER: **Laurie Hurner, Interim 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 July 20, 2022.

RECOMMENDED ACTION

This information is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Status - Project Updates (FINAL) 08.02.2022.pdf
Status - Commissioner's Priorities (FINAL) 08.02.2022.pdf

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
2	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
3	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension PROJECT	Mr. Peoples has requested us to halt proceeding.	Waiting on an answer from Mr. Peoples to proceed.	Ongoing
4	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	11/08/22
5	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	11/08/22
6	Engineering	Heron St. Roadway Improvements - Project #18007	Construction began 01/06/2022	Construction Final Completion	01/06/23
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	Construction Contract has been approved	Pre-Construction Meeting	06/23/22
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Construction began 02/01/2022 - On Schedule	Construction Final Completion	07/15/22
9	Engineering	19016 Sun N Lake Sidewalk -LAP project	100% Design underway	Approval of BID documents	Ongoing
10	Engineering	17034 Memorial Drive MUP -LAP project	100% Design underway	FDOT approval of plans	Ongoing
11	Solid Waste	New Cell Expansion	Recommendation for award for RFP	Award Contract for design/permitting	Ongoing
12	Solid Waste	Arbuckle Landfill Borrow Pit - Project No. 20045	Plans submitted to SFWMD and FDEP. Conducting environmental studies required.	Finalize permits and plans to prepare for RFP on construction.	Ongoing
13	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
14	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. As part of the ARPA funding allocation $4.5M will be put toward broadband infrastructure. An RFP will be out soon and open for 2-months. In the meantime we have started on a marketing campaign to push the mapping and speed test from DEO's Office of Broadband. This will be critical in defining the eligible areas where we are allowed to spend the APRA funds and being able to apply for future funding.	Ongoing
15	Economic Development	Broadband/ Highspeed Internet	Actively working with IT and Spring Lake to develop plan for grants to begin work in the area.	To monitor Office of Broadband and State initiatives	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
16	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units and 1 chassis re-mount on order. 1 Air/Light unit on order. We are awaiting ETA's on delivery of the rescues due to supply chain issues and chassis delays. Construction and planning continues on fire stations. Station 20 and Station 36 along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
17	Capital Project Manager	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Animal shelter layout is complete. Still pending septic design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
18	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Staff held a community round table on the topic of what kind of facility is needed in the County. Groups from around the County are encouraged to submit their suggestions via email, if they were not in attendance.	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	The requested changes to FS155.40 did not make it through the legislature process. Rep. Tuck said she will take it through the next cycle as a single county item vs. a statewide change.	Met with the new CEO of Highlands Regional, and brought him up to speed. Follow the progress of the bill through the State Session. Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring. Which has started and should finish by Summer 2022.	All testing and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake have been completed. Sebring hydraulic modeling is the last part to be completed by Summer 2022.	Summer 2022
Priority 3	Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	The General Fund unassigned fund balance at September 30, 2021 is 4.26 months	OMB will be presenting a plan for millage reduction in the upcoming budget process	Summer 2022
Priority 4	Leah Sauls	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination. Sites approved for Lake Placid, Sebring, and Avon Park.	Lake Placid site is open. Sebring and Avon Park sites are under construction.	Ongoing
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs. SRF Loan Application approved. RFP for consultant to perform study in process.	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 2, 2022

PRESENTER:

SUBJECT/TITLE: Board payables from July 19, 2022 to August 1, 2022

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 8/2/2022

PRESENTER: **Laurie A. Hurner**
Interim County Administrator

SUBJECT/TITLE: **Fire Marshall Job Description Correction**

STATEMENT OF ISSUE

After the new Fire Marshall job description was approved at the last Board meeting it was determined the physical job description had an error in it. The box next to high risk was checked NO and should have been checked YES as described in the item. The error has been corrected.

RECOMMENDED ACTION

For Information Only

Attachments: Fire Marshal (1149) Approved 7.19.2022.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

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

POSITION INFORMATION

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

Job Title: Fire Marshal (40-hour)	**Division**: Public Safety	**Department:** Fire Rescue	**Cost Center:** 3217
Job Code: 1149	**Pay Grade**: 116	**Pay Band:** $54,194.93 - $84,006.14	**FTE**: 1.0
Included/Exempt: Exempt	**Type of Transaction**: NEW POSITION		
EMPLOYEE:	**Special Risk**: Yes ☒ No ☐	**Overtime**: Yes ☐ No ☒	

1. This position reports directly to: Job Title Chief Deputy Job Code 1103 Pay Grade 119

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

Comm Risk Reduction TBD/112		

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly skilled technical, administrative, management position responsible for managing Fire Prevention, Fire Safety Public Education, . Also directs, develops and administers various fire service programs, manages and administers the county-wide (not including municipalities) Knox Box program.

Essential Job Functions:

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

- Assists in design, development, and implementation of the County plan for fire control and fire prevention.
- Coordinates overall County fire protection to include technical advice and assistance to all County Fire/Rescue personnel, relating to fire prevention, combat of fire, hazardous materials, and specialized training where appropriate.
- Conducts fire safety inspections of and reviews building plans for code compliance.
- Responds to fires and other emergency conditions to provide technical expertise and advice.
- Directs the activities of fire prevention as it relates to new and existing building inspections and plans reviews.
- Provides oversight and technical assistance support of all County areas as it relates to prevention and public education.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures and Fire/Rescue Guiding Documents
- Responds productively to change and performs all other related tasks as directed.
- Able to work productively with all Fire/Rescue personnel, civilian employees, the public, other agency personnel, and elected officials.
- Works productively with all personnel throughout the chain of command.

Performs all other work assigned.

Knowledge, Skills, and Abilities:

- Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.
- Knowledge of current methods of fire protection, hazardous material, specialized rescue, planning, operations, and mitigation.
- Knowledge of latest training techniques and principles of instruction.
- Knowledge of current fire safety codes, laws, rules, and regulations including the fire prevention code.
- Knowledge of principles and practices of fire safety and inspection techniques.
- Knowledge of firefighting techniques, fire ground safety, and emergency medical treatment.
- Ability to plan, evaluate, assign, and coordinate activities performed by fire personnel.
- Ability to express oneself clearly and concisely, orally and in writing.
- Ability to establish and maintain effective working relation with emergency personnel, employees, officials and the general public.
- Ability to perform during high stress situations.
- Ability to prepare reports on fire services activities, policy, and procedural recommendations, and budgetary requirements.
- Skill in managing an essential service with limited program funds.
- Ability to be self-directed and capable of independent decision making.

Physical Skills:

This work requires the occasional exertion of over 50 pounds of force; work regularly requires speaking or hearing, frequently requires sitting and repetitive motions and occasionally requires standing, walking, using hands to finger, handle or feel, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; ability to lift and carry up to 50 lbs., must maintain good and healthy physical condition.

MINIMUM QUALIFICATIONS

Education & Experience:

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

A minimum of ten (10) years experience as a certified firefighter inspector or Fire Marshal. If only an inspector, then a minimum of five (5) years progressive supervision and management, to have included budget management. Associates Degree in Arts or Fire Science Degree required. Bacholars Degree preferred. Five (5) years of experience working in combination paid/volunteer departments preferred. special consideration given to a candidate with experience managing union issues and leading volunteer components.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florid Driver's license, Florida Certificate of Compliance (FF2), Florida Fire Safety Inspector I, II or III required. Florida Fire Officer I, II, or III and Fire Service Instructor I, II, or III required with in one (1) year of appointment. ISC 100,200, 300, 400, 700, 800 required within one year of appointment. Fire Marshals Designation (FM) from the Center for Public Safety Excellence (CPSE) preferred. 16 Hour Emergency Vehicle Operation (CEVO or EVOC) Current CPR/AED for Health Care Provider (BLS) will be required within 6 months of appointment

Other job related requirements:

Disaster Essential. A CJIS is required as part of the background check process. This position is considered SPECIAL RISK.

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

40 hour work week, subject to callout 24 hours a day

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

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

Internal Use Only:

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

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