HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, August 15, 2023
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will hold a Board of Supervisors meeting on Tuesday, August 15, 2023, at 3:00 p.m., in the HSWCD Conference room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Children's Services Council will hold a general body meeting on Wednesday, August 16, 2023, at 8:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, August 16, 2023, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring

The Recreation & Parks Advisory Committee will hold a regular meeting on Thursday, August 18, 2023, at 2:00 p.m., in the Highlands County Multi-Sports Complex at 216 Sheriff's Tower Road, Sebring

The Healthy Families Highlands Advisory Board Subcommittee of the Children's Services Council will hold an advisory board meeting on Tuesday, August 22, 2023, at 9:00 a.m., at 7205 S. George Blvd., Sebring

The Local Mitigation Strategy Working Group will hold a special meeting on Wednesday, August 23, 2023, at 8:00 a.m., in Room 2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Board of Commissioners of the Highlands County Hospital District will hold a regular meeting on Thursday, August 24, 2023, at 1:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Highlands County Board of County Commissioners will hold a special meeting for the purpose of holding a workshop to determine the Board's priorities on Tuesday, August 29, 2023, at 9:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring

The Heartland Library Cooperative Governing Board will hold a regular meeting on Wednesday, August 30, 2023, at 10:30 a.m., at the Lake Placid Memorial Library, at 205 W. Interlake Blvd., Lake Placid, FL

County offices will be closed on Monday, September 4, 2023, in observance of the Labor Day Holiday

The Highlands County Board of County Commissioners will hold a regular meeting on Thursday, September 7, 2023, at 9:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring

The Highlands County Board of County Commissioners will hold the first Public Hearing to consider the proposed FY 23/24 Budget on Thursday, September 7, 2023, at 5:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request adoption of Budget Amendment 22-23-119 to realign funds within the 5305 Cost Center for Tourist Development - Marketing & Promotion.*
Leah Sauls, Development Services Director
The fiscal impact to Fund 152 (Tourist Development) is $175,000 which is realigning funds from 5305/59900 (Reserves for Contingency) to 5305/53400 (Contractual Services) and 5305/54800 (Promotional Activities) in the amounts of $160,000 and 15,000, respectively.
Pages from FY22-23 ADOPTED BUDGET DETAIL.pdf
22-23-119 TDC Realignment_5305 (BA) 8-15.pdf

8.B *Request approval of Amendment 3 to the Grant Contract between Highlands County and Airstream Ventures, LLC.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
There is no fiscal impact.
Amendment3.FL_State_Games.ASV.pdf
Date Change Request July '23 to Sept '23.pdf

8.C *Request approval of the Agreement between the American Playground Company and the Board of County Commissioners and approve the purchase of playground equipment and installation services through Buy Board Purchasing Cooperative.*
Brandon Gunn, Projects Manager
The fiscal impact in the amount of $81,492.00 in Fund 151 (Infrastructure Surtax) Cost Center 6102A (Parks Department) from account 56400Z (Project Equipment) to Project 22048 (Lincoln Park Playground) within cost center 6102A. Funds were budgeted and adopted within the 2022-2023 fiscal year.
Piggback _APC AGREEMENT.pdf
APCPLAY-Trail_Blazer-Sale-Sheet.pdf
Playground Shade Spec.pdf
Playground Quote LincPkplay.APC.pdf

8.D *Request approval of Amendment 1 between Highlands County and Minor League Golf, LLC.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
There is no fiscal impact.
Amendment 1 - Visit Sebring Classic.st signed.pdf

8.E *Request approval of Budget Amendment 22-23-132 to realign funds in project 21107, Duke Energy Florida Economic Development Marketing Assistance.*
Jeff King, Executive Manager of Business and Economic Development
There is no fiscal impact.
22-23-132 Proj 21107 Duke Energy FL Economic Realign.pdf

8.F *Request approval of Budget Amendment 22-23-133 moving funds from Regular Salaries and Wages to Contractual Services for temporary staffing in Facilities Management.*
Brandon Gunn, Interim Facilities Director
The fiscal impact is a decrease of $26,266.00 to account 51200 (Regular Salaries & Wages) and increase to account 53400 (Contractual Services) within Fund 005 (General), cost center 2672 (Facilities Management).
22-23-133 Facilities Realignment_Contractual Svcs.pdf

8.G *Request approval of the Special Warranty Deed between The Schoolboard of Highlands County and Highlands County.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Lincoln Park Playground Deed.pdf

8.H *Request to approve and execute the plat of Hammock Road Estates for recordation.*
JD Langford, P.E., County Engineer
Hammock Road Estates_Location Map-11x17.pdf
Hammock Road Estates Plat.pdf

8.I *Request approval of JAG-Local Grant Application FY 23-24.*
Paul Blackman, Sheriff
There is no fiscal impact to FY22-23. This grant will be in the Adopted Budget for FY23-24, therefore there will be no fiscal impact.
Sheriff JAG-Local Grant Package2.pdf

8.J *Request approval of the Recreation Interlocal Agreement between Highlands County, Florida and the City of Sebring for Operation and Maintenance of the Recreational Facilities*
Tanya Cannady, Business Services Director
There is a fiscal impact of $110,000, as this Recreation Interlocal Agreement was approved in the Adopted Budget for FY 22/23 to be reimbursed.
Sebring Rec Interlocal FY23 8.15.23.pdf

8.K *Request approval to accept into the record the Court-related and Other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter Ended June 30, 2023.*
Jackie Gabrus, CGFM, Accounting Manager, Highlands County Clerk of Courts
FY 2023 Court-Related and Other Misc Funds Memo June 2023.pdf

8.L *Request authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located 5378 Pebble Beach Drive, Unit 1, Sebring, Florida, 33872.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Corrective_County_Deed.Martin Tomas.TD2022.SGS.pdf

8.M *Request approval of the minutes from the June 30, 2023 Special Meeting of the Board.*

063023SPECIAL.pdf

9 COMMITTEE ASSIGNMENTS:

9.A *Request appointment of one newregular voting member, Graham Huls, to the Historic Preservation Commission with his term to expire on June 23, 2026.*
Sergio Garcia, Planner II
There is no fiscal impact.
Graham Huls Application.pdf

9.B *Request appointment of William T. Moroney to the Veterans Advisory Board to finish the term of David Fearnley (Member-At-Large).*
Denise Williams, County Veterans Service Officer
VAB_MORONEY.pdf
07-2023 VAB Meeting minutes approved.pdf

10 PUBLIC HEARING

10.A *Public hearing to approve Resolution 22-23-156 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
David Nitz, OMB Manager
Valerie Fleeger, Senior Budget Analyst
If the fire assessment increases 7% for each of the 5 assessment categories, then the annual assessment revenue budget will increase $325,643 for fiscal 23/24. The current annual assessment budget is $6,689,084 and next year's estimated assessment budget will be $7,014,727 which is the Estimate Net Revenue of $7,383,923 from the attached Resolution at the 95% estimated collection rate.
Fire Final e-tear_Affidavit Aug 1st.pdf
Resolution 22-23-156 FINAL Fire Assess.FY22-23.SGS Aug 15.docx

10.B *Public hearing to consider Ordinance No. 22-23-29 to amend Chapter 9, Article VIII, Orange Villa Mobile Home Estates Special Benefit District.*
Valerie Fleeger, Senior Budget Analyst
David Nitz, OMB Manager
Rosa Morales, Budget Analyst II / NAV
The fiscal impact would impact fund 104 (Orange Villa Mobile Home Estates Special Benefit District) and vary based on proposed changes to the assessment.
Ordinance 22.23.29. OV Home MSBU.SGS.pdf
OV Final Ordinance e-tear_Affidavit.pdf

10.C *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-619SS, for an approximate 19.17-parcel, from Agriculture (AG) to Medium Density Residential (RM).*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report CPA-23-619SS for BCC Vista Property Holdings, Mike Kahn Rd.pdf
Application CPA-23-619SS Vista Property Holdings LLC.pdf
Ordinance CPA-23-619SS Vista Property Holdings, Mike Kahn Rd.pdf

10.D *Public hearing to consider adoption of P&Z Hearing No. 2129, changing the Official Zoning Atlas for an approximate 19.17-parcel, from Agricultural District (AU) to Mobile Home Parks District (M-2).*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report P&Z 2129 for BCC Vista Property Holdings, Mike Kahn Rd.pdf
Application P&Z 2129 - Vista Property Holdings, Mike Kahn Rd.pdf
Resolution P&Z 2129 - Vista Property Holdings, Mike Kahn Rd.pdf

10.E *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-620SS, for an approximate 9.79-parcel, from Agriculture (AG) to Medium Density Residential (RM).*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report CPA-23-620SS for BCC Vista Property Holdings, MLK Blvd.pdf
Application CPA-23-620SS Vista Property Holdings LLC.pdf
Ordinance CPA-23-620SS Vista Property Holdings, MLK Blvd.pdf

10.F *Public hearing to consider adoption of P&Z Hearing No. 2130, changing the Official Zoning Atlas for an approximate 9.79-parcel, from Agricultural District (AU) to Mobile Home Parks District (M-2).*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report P&Z 2130 for BCC Vista Property Holdings, MLK Blvd.pdf
Application P&Z 2130 - Vista Property Holdings, MLK Blvd.pdf
Resolution P&Z 2130 - Vista Property Holdings, MLK Blvd.pdf

10.G *Public hearing to consider adoption of P&Z Hearing No. 2131, changing the Official Zoning Atlas for an approximate 0.85-parcel, from Two-Family Dwelling District (R-2) and Mobile Home Parks District (M-2) to Mobile Home Parks District with a Conditional Use (M-2 CU).*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report P&Z 2131 for BCC Hammock Est. ROC.pdf
Application P&Z 2131 Hammock Est. ROC.pdf
Resolution P&Z 2131 - Hammock Est. ROC.pdf

11 ACTION AGENDA

11.A *Request Approval of Consultant Service Authorization (CSA) #2 with Kimley-Horn*

Associates, Inc. for the rehabilitation of Catfish Creek Road Bridge (Highlands County Project #22061, FDOT Bridge #094026).
JD Langford, P.E., County Engineer/Richard Oujevolk, P.E.
The fiscal impact to Fund 151 (Infrastructure Surtax) will be $131,907.36 for the Consultant Service Authorization #2 with Kimley-Horn Associates, Inc. $390,438.00 is currently budgeted in Project 22061 (Catfish Creek Rd Bridge Rehabilitation).
20-024_Kimley_Horn_CSA_2_v3-lgl_apv_7-17-2023_routed_to_board.pdf
Catfish Creek Rd. Bridge - RES. BOOK 34 PAGE 115.pdf
Catfish_Creek_Bridge_Rehab_Project_Location_Map.pdf
RES. BOOK 34 PAGE 116.pdf
22-23-086 Proj 22061 - Catfish Creek Rd Bridge Rehabilitation_Signed.pdf

11.B *Request adoption of Resolution 22-23-159, declaring the described property as surplus and no longer needed for County purposes and acceptance of the offer amount of $7,834.00 for transfer of the property.*
JD Langford, P.E., County Engineer
The fiscal impact is an increase to Fund 005 (General) and the overall budget for FY 22-23 in the amount of $7,834 which will be deposited to account 3612200 (Disposition Land Sales).
Resolution. 22-23-159.Barrett Property Surplus Sale.SGS.pdf
Agenda Item Packet Barrett Property.pdf

11.C *Request adoption of Resolution 22-23-158 granting joint authority to the Chairperson of the Board of County Commissioners and the County Administrator to allow for the execution and submittal of certain applications and/or letters.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Resolution.County_Administrator_and_Chair_Authority_Support_and_Grant_App.SGS.pdf

11.D *Request to adopt Budget Amendment 22-23-134 to realign excess funds from road projects.*
Jonathan Harrison, Road & Bridge Director
The fiscal impact to Fund 151 (Infrastructure Surtax) is $259,762.58. This budget amendment is realigning unused adopted funds and re-appropriating said funds into Project 22041, 22059, 22078 and 22080 for further roadway construction.
22-23-134 R&B Projects_Realignment revised.pdf

12 COUNTY ADMINISTRATOR AND LEGAL

12.A *Consideration of Statement of Legislative Intent to disband the Dangerous Dog Hearing Board and revise the County's Code to otherwise provide for dangerous dog proceeding requirements*
Sherry G. Sutphen, County Attorney
The fiscal impact would be staff and legal time to complete any necessary revisions.

12.B *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.

Legal_Long_Range_Log.docx

12.C *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, County Administrator
There is no fiscal impact.
Commissioner's Priorities (FINAL) 8-15-23.pdf
Project Updates (FINAL) 8-15-23.pdf

12.D *Presentation to consider the Proposed Budget for FY 23/24.*
Laurie Hurner, County Administrator
David Nitz, OMB Manager
The fiscal impact for the Proposed Budget is the current budget amount of all funds totaling $188,151,147.

13 COMMISSIONERS

14 INFORMATIONAL

14.A *Board payables from to August 1, 2023, to August 14, 2023*

15 ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

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

SUBJECT/TITLE: **Request adoption of Budget Amendment 22-23-119 to realign funds within the 5305 Cost Center for Tourist Development - Marketing & Promotion.**

STATEMENT OF ISSUE

The Budget Amendment is proposed to realign funds within Cost Center 5305 (Tourist Development - Marketing & Promotion) from Reserves (59900) to Promotional Activities (54800) and Contractual Services (53400) to fund grants approved by the Tourism Development Council and the renewal of the Visit Sebring's annual partnership for promotion of our destination with the Visit Florida organization.

This Budget Amendment is not moving any funds from the Marketing/Promotions reserve. This Budget Amendment moves funds from the reserve line item that was a part of the approved FY 22-23 budget, as highlighted in the back up documentation.

RECOMMENDED ACTION

Move to adopt Budget Amendment 22-23-119 to realign funds within the 5305 Cost Center for Tourist Development - Marketing & Promotion.

FISCAL IMPACT

The fiscal impact to Fund 152 (Tourist Development) is $175,000 which is realigning funds from 5305/59900 (Reserves for Contingency) to 5305/53400 (Contractual Services) and 5305/54800 (Promotional Activities) in the amounts of $160,000 and 15,000, respectively.

Attachments: Pages from FY22-23 ADOPTED BUDGET DETAIL.pdf
22-23-119 TDC Realignment_5305 (BA) 8-15.pdf

Highlands County

Expenditures By Cost Center - Detail 1 Year

Center: 5305 TOURIST DEVELOPMENT - MARKETING & PROMOTION

Fund	Account	Proj/Acct	Title	2021 - 2022 Budget	2021 - 2022 Actuals	Current EOY Projection	2022 - 2023 Request	Variance
152	54800	55200	PROMOTIONAL ACTIVITIES	$334,618	$222,333	$325,000	$334,618	0.0%
			ADVERTISING / PROMOTIONS				$210,000	
			CROWDRIFF INC. (PREPAIDS)				$2,618	
			PROMOTIONS/PR				$40,000	
			SEO & SEM				$72,000	
			VISITOR SERVICES				$10,000	
152	54900	55200	OTHER CHARGES/OBLIGATIONS	$7,422	$238	$7,050	$7,422	0.0%
			MISCELLANEOUS/UNANTICPATED EXPENDITURES				$7,422	
152	55200	55200	OPERATING SUPPLIES	$0	$0	$0	$0	100.0%
152	55400	55200	PUBLICATIONS/SUBSCRIPTION	$0	$790	$0	$0	100.0%
152	55402	55200	SUBSCRIPTIONS	$0	$2,159	$0	$1,011	100.0%
			HUDDLE UP (PREPAIDS)				$1,011	
152	55403	55200	EDUCATION & TRAINING	$540	$399	$515	$540	0.0%
			FADMO DESTINATIONS MKTG IND. SUMMIT - REGISTRATION				$540	
152	59900	55200	RESERVE FOR CONTINGENCY	$152,673	$0	$0	$349,152	128.7%
			OFFSET TO BALANCE COST CENTER				$349,152	
Non Personal Expenditures				**$682,748**	**$451,582**	**$589,040**	**$881,358**	**29.1%**
Center: 5305 TOURIST DEVELOPMENT - MARKETING & PROMOTION				**$682,748**	**$451,582**	**$589,040**	**$881,358**	**29.1%**

REVIEWED
O.M.B DEPARTMENT
July 10, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/3/2023** SUBMITTED BY: **Leah Sauls**

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

PROJECT(S) #: **N/A** PROJECT TITLE(S): COST CENTER TITLE(S): **Tour Dev - Marketing & Promo**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**152**	**5305**	**59900**	**Reserve for Contingency**		**175,392.00**		**175,000.00**	**392.00**
E	**152**	**5305**	**53400**	**Contractual Services**		**222,775.00**	**160,000.00**		**382,775.00**
E	**152**	**5305**	**54800**	**Promotional Activities**		**508,378.00**	**15,000.00**		**523,378.00**
									0.00
									0.00
									0.00
									0.00

REASON: **To fund grants approved by the Tourism Development Council and the renewal of the Visit Sebring's annual partnership for promotion of our destination with The Visit Florida organization.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-119**

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

SIGNATURE: _____

DATE: ____/____/____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Request approval of Amendment 3 to the Grant Contract between Highlands County and Airstream Ventures, LLC.**

STATEMENT OF ISSUE

The Board of County Commissioners on June 20, 2023 at the regularly scheduled meeting approved the request of a change of date and name for The Florida State Games (FKA the High School Girls Lacrosse Showcase) August 27-28, 2022 to July 28-30, 2023. Due to unforeseen circumstances shared in the attached date change request, the event organizer would be unable to attend the July dates and has requested a rescheduling of the event to September 30 - October 1, 2023, still within key off-season months for tourism within Highlands County.

RECOMMENDED ACTION

Move to approve Amendment 3 to the Grant Contract between Highlands County and Airstream Ventures, LLC.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Amendment3.FL_State_Games.ASV.pdf
Date Change Request July '23 to Sept '23.pdf

AMENDMENT 3 TO THE GRANT CONTRACT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND AIRSTREAM VENTURES, LLC.

THIS AMENDMENT 3 is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Airstream Ventures, LLC., 3832-010 Baymeadows Rd., Jacksonville, Florida 32217, hereinafter referred to as the "CONSULTANT".

WHEREAS, on July 5, 2022, the COUNTY entered into the Agreement with the CONSULTANT related to the New Event/Project Grant, which was amended on August 2, 2022, to revise an event date and further amended through Amendment 2, on June 20, 2023 (hereinafter collectively referred to as "Agreement"); and

WHEREAS, the CONSULTANT has requested certain additional revisions to an upcoming event; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens, of and visitors to Highlands County to once again amend the Agreement as set forth herein.

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

1. Exhibit "A-1" is hereby deleted in its entirety and replaced with **Exhibit "A-2"** attached hereto and made a binding part hereof.

2. All other terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms and conditions of this Amendment 3 and the Agreement, this Amendment 3 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 3 effective this ____day of _____ _____2023.

HIGHLANDS COUNTY

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

AIRSTREAM VENTURES, LLC.

By: _____

Print: Alan Verlander

Title: CEO

ATTEST:

By: _____

Exhibit "A-2"

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: 2023: $20,000 (grant) + $20,000 (1000 verified room nights) = $40,000
2024: $10,000 (grant) + $20,000 (1000 verified room nights) = $30,000
2025: $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: The Florida State Games
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: 2023: $40,000 - 2024: $30,000 - 2025: $ 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: The Florida State Games
2. Type of event: Sports/Tournament
3. Dates of Event: ~~July 28-30, 2023~~ September 30 - October 1, 2023
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.) 2023: 1000 2024: 1000 2025: 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: July 28-30, 2023 Date
of Application: May 25, 2023

__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 September 28, 2023 (date 60 days after event ends).

__AV__ I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by June 1, 2023 (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)

_____ 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)

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

_____ Applicant's W-9 tax form is included with the application.

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

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

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

_____ 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).

_____ 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.

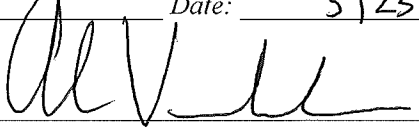
_____ Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

_____ 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.

_____ 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: Alan Verlander

Title: CEO *Date:* 5/25/23

Authorized Agent Signature: 

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.

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: 5/25/23

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 personally known (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) 5/25/23

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

High School Lacrosse Tournament Budget
July 28-30, 2023
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**

The Florida State Games

Business Plan:

For the Florida State Games 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 ingrained 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 Florida State Games 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.*

Fultz, Reagan H

From: Alan Verlander <alan@airstreamventures.com>
Sent: Thursday, July 6, 2023 2:40 PM
To: Fultz, Reagan H; Hartt, Casey
Subject: Change of Date for Lacrosse

[**CAUTION:** External Message*]

Hey Reagan-
Due to personal reasons of our lacrosse event organizer, we are going to have to move the July 29-30 event at the sports complex to September 30 and October 1. His wife is pregnant and has been put on bed rest. They have set an inducement date for the baby on July 28 which is why the reschedule date.

Thanks so much and let me know what I need to do to finalize the change.



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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER: **Brandon Gunn, Projects Manager**

SUBJECT/TITLE: **Request approval of the Agreement between the American Playground Company and the Board of County Commissioners and approve the purchase of playground equipment and installation services through Buy Board Purchasing Cooperative.**

STATEMENT OF ISSUE

Attached for your approval is an Agreement between American Playground Company and Highlands County Board of County Commissioners to purchase playground equipment and installation services through a Cooperative Contract which was solicited for and negotiated through Buy Board Purchasing Cooperative. This playground equipment will replace the unusable playground equipment currently located at Lincoln Heights Park and will include the Trailblazer playground set and shade cover. This playground set has 11 activities for ages 5-12 with a 45-person child capacity. Total cost for equipment and installation is $81,492.00.

RECOMMENDED ACTION

Move to approve the Agreement between the American Playground Company and the Board of County Commissioners and approve the purchase of playground equipment and installation services through Buy Board Purchasing Cooperative.

FISCAL IMPACT

The fiscal impact in the amount of $81,492.00 in Fund 151 (Infrastructure Surtax) Cost Center 6102A (Parks Department) from account 56400Z (Project Equipment) to Project 22048 (Lincoln Park Playground) within cost center 6102A. Funds were budgeted and adopted within the 2022-2023 fiscal year.

Attachments: Piggback _APC AGREEMENT.pdf
APCPLAY-Trail_Blazer-Sale-Sheet.pdf
Playground Shade Spec.pdf
Playground Quote LincPkplay.APC.pdf

DocuSign Envelope ID: C80F9D44-21EC-463A-B0A3-57604A1346C0

AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLIANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and American Playground Company, 230 E. Hunt Street, Suite 200, McKinney, Texas, 705069 hereinafter referred to as the "VENDOR".

W I T N E S S E T H:

WHEREAS, the COUNTY has determined that it is in its best interest to make a purchase, utilizing that Proposal for Parks and Recreation Equipment, Products and Installation Services attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "Cooperative Contract" which was competitively solicited for and negotiated through Buy Board Purchasing Cooperative through Proposal No. 679-22; and

WHEREAS, the VENDOR has exhibited by its response to the solicitation that it is capable of providing the services required by the COUNTY; and

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

SECTION 1. TERM.

The term of this Agreement shall begin on the date of execution by the COUNTY and shall extend through September 30, 2024, with the ability to extend for one (1) additional year through September 30, 2024, by written Amendment to this Agreement.

SECTION 2. SERVICES AND PRICING.

The VENDOR will provide services and pricing to the COUNTY as set forth in the **Exhibit "B**" attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

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

DocuSign Envelope ID: C80F9D44-21EC-463A-B0A3-57604A1346C0

COUNTY:	Board of County Commissioners of Highlands County 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32803
VENDOR:	American Playground Company 230 E. Hunt Street, Suite 200 McKinney, Texas, 705069

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a COUNTY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other VENDOR issued invoice or the like, the terms and conditions of this agreement or of any COUNTY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF VENDOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the VENDOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The VENDOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The VENDOR will further ensure that all sub-contractors it

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utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

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

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

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COUNTY: **GLORIA RYBINSKI**
COUNTY RECORDS CUSTODIAN
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA
(863) 702-6836
HCBCCRECORDS@HIGHLANDSFL.COM

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

1. Keep and maintain public records required by the COUNTY for the scope of this Agreement.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
3. Ensure that any 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 contract term and following completion of the contract if the VENDOR does not transfer the records to the COUNTY.
4. Upon completion of this contract, transfer, at no cost, to the COUNTY all public records in the VENDOR'S possession or keep and maintain the public records as required by the COUNTY. If the VENDOR transfers all public records to the COUNTY upon completion of this contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 14. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the VENDOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the VENDOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the VENDOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the VENDOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the

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VENDOR'S breach of this provision, any and all such costs shall be paid by the VENDOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 15. SOVEREIGN IMMUNITY.

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

SECTION 16. TERMINATION.

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

SECTION 17. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

The VENDOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the VENDOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY.

SECTION 18. ELECTRONIC SIGNATURE.

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

Signatures on Following Page

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

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

VENDOR

DocuSigned by:
_____
1328611C95534B9...
Print: Chuck Wellenberger

Title: EVP & GM American Parks Co

STATE OF ~~FLORIDA~~ Tennessee
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Chuck Wellenberger, as VP6M, of APC Brands LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Vendor, and who is personally known to me or who produced Personally Known as identification, and who did/did not take an oath this 14th day of July, 2023.

(stamp)

DEBORAH ERICKSON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

_____
NOTARY PUBLIC
3-16-2027

Exhibit "A"

Proposal for Parks and Recreation Equipment,
Products and Installation Services through
Buy Board Purchasing Cooperative, Proposal No. 679-22

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12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ buyboard.com

Responding vendors must read all sections of this Proposal Invitation carefully. Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 679-22 for Parks and Recreation Equipment, Products, and Installation Services must be received on or before 4:00 PM April 28, 2022,** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: TASB Asst. Division Director, Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
E-Mail: bids@buyboard.com

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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.

- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.

- Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.

- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.

- The page will open to the list of "Available Bids."

- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.

- ***Review and follow all instructions on the webpage.***

- **VENDOR INFORMATION** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**

- **PROPOSAL SPECIFICATIONS –** Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.

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- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**

- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - **i. Manufacturers shall be listed in alphabetical order**
  - **ii. Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**

- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a ***signed, complete*** copy of your Proposal in ***searchable PDF format***, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). ***Your submission will not be submitted until all errors are corrected.***
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form **at least five (5) business days prior to the Proposal Due Date.**

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in ***electronic, searchable PDF format on a USB flash drive, CD or DVD***. **Paper copies will NOT be accepted**.

- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - **a. Manufacturers shall be listed in alphabetical order**
    - **b. Vendor must list one specific percentage discount for each manufacturer listed.**

- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ buyboard.com

VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	$50.00
2	1235	Chair	$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

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GENERAL INFORMATION

Proposal Invitation No. 679-22 - Parks and Recreation Equipment, Products, and Installation Services

Please make sure that you have reviewed and completed all sections of this Proposal Invitation.

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Forms**
4. **Proposal Specifications**
5. **General Terms and Conditions**
6. **BuyBoard Technical Requirements**
7. **Additional Terms and Conditions for BuyBoard Self-Reporting**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Parks and Recreation Equipment, Products, and Installation Services that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment and a not-to-exceed hourly labor rate for installation and repair of parks and recreation supplies, materials and equipment. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from October 1, 2022, through September 30, 2023, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is $217,460,215; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

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SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative Administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

ADDITIONAL INFORMATION

An awarded vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposer's responding to this proposal invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or

services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website.

To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The advisory is available at https://www.buyboard.com/Vendor/Resources.aspx.

An awarded Vendor that sells construction-related goods or services to a Cooperative member under a Contract awarded pursuant to this Proposal Invitation must provide the Cooperative member with a copy of the Advisory before executing a Member Construction Contract (as defined in the General Terms and Conditions associated with this Proposal Invitation) or accepting the Cooperative member's Purchase Order for construction-related goods or services, whichever comes first. By the Construction Related Goods and Services Affirmation form in the Proposal Forms, Proposer agrees that, if awarded a Contract, Proposer will comply with this and other Advisory requirements in connection with the sale of construction-related goods or services to Cooperative members under the Contract award.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance/EDGAR):

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Parks and Recreation Equipment, Products, and Installation Services

Proposal Due Date/Opening Date and Time: April 28, 2022, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 679-22

Anticipated Cooperative Board Meeting Date: August 2022

Contract Term: October 1, 2022, through September 30, 2023, with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

American Parks Company
Name of Proposing Company

4/28/2022
Date

230 E Hunt St
Street Address

DocuSigned by:
1328611C95534B9...
Signature of Authorized Company Official

McKinney, TX 75069
City, State, Zip

Chuck Wellenberger
Printed Name of Authorized Company Official

800-381-4491 ext 101
Telephone Number of Authorized Company Official

VP/GM
Position or Title of Authorized Company Official

888-934-6441
Fax Number of Authorized Company Official

39-1720480
Federal ID Number

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

DS

Initial: _____

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

DS

Initial: ____

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

- ☒ I certify that my company is a **Resident Proposer.**
- ☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address		
City	State	Zip Code	

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: DS CW

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

DS

Initial: _____

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

_____

_____

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** _____

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: DS CW

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: DS CW

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: DS CW

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree. ■ **NO**, I do not agree. **Initial:** DS

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

DS CW

Initial: _____

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DS CW

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10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: DS CW

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

American Parks Company

Company Name

DocuSigned by:

1328611C95534B9...

Signature of Authorized Company Official

Chuck Wellenberger, VP/GM

Printed Name and Title

4/28/2022

Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Playcore Wisconsin LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 39-1720480

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

American Parks Company

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 30,293.47. (The period of the 12-month period is 1/1/2021 / 1/1/2022). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)	N	Y; 12 years	
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 5 **Proposed Discount (%):** 5

Explanation: _____

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. City of Houston	Randolph Wilburn	713-376-2316	randolph.wilburn@houstontx.gov	5%	yearly orders for parts/equipment
2. City of Brownfield	Willie Herrera	806-637-4547	wsherrera@windstream.net	5%	Multiple playgrounds
3. City of Rayne	Charles Robichaux	337-334-3121	mayor@rayne.org	large order discount	multiple playgrounds
4. Town of Prosper	Brennon Peltier	972-569-1069	brennon_peltier@prospertx.gov	7%	for multiple orders
5. City of Fairfield Bay	Paul Wellenberger	501-884-6500	ffbmayor@cityoffairfieldbay.com	5%	outdoor park equipment/playgrounds

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ■ **NO** ☐ If YES, please explain:

Yes. There are times were additional discounts may be available due to overstock items and/or large orders.

COMPANY PROFILE

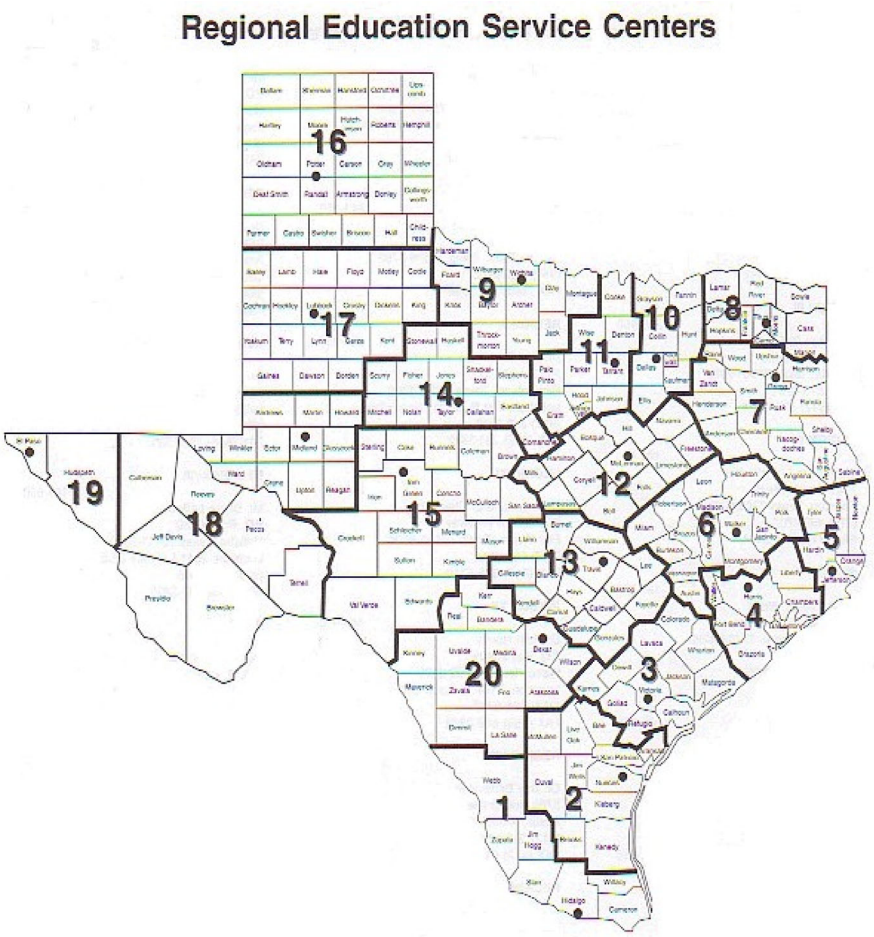
Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

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TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

American Parks Company	679-22
Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Chuck Wellenberger
	Printed Name of Authorized Company Official

4/28/2022

Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
All People Can Play	Angela Roberts	1201 West Peachtree St, NW, Suite 2300, Atlanta, GA 30309 P: 888-404-4416; F: 888-723-6231
American Playground Company	Brandon LaVergne	230 E Hunt St, Suite 200, McKinney, TX 75069 P: 888-982-2232; F: 888-934-6441

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

_____

Designated Dealer Name | Designated Dealer Contact Person

_____

Designated Dealer Address

_____ _____ _____

City | State | Zip

_____ _____

Phone Number | Fax Number

_____ _____

Email address | Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

American Parks Company has been in business for more than 14 years and were aquired by Playcore Wisconsin 5 years ago. We continue to operate under the APC Brands and American Parks Company brand.

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

During the last five years, APC has sold and provided playground equipment and other park related items tomultiple schools and municipalities. While there are many examples to provide, one such project was for the City of Jamaica Beach. We were able to successfully provide and install a custom Pirate themed play structure that met their needs not only aesthetically but also with the harsher, beach environment. This project included equipment, safety surfacing, and installation for a total of $46,181

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

APC maintains fully staffed Sales and Operations departments, which will support Cooperative Members throughout the process of product selection, project development, issue resolution, and installation. Our sales department is staffed with knowledgeable, trained sales professionals who can guide product selection and product design. Our customer service department exists to communicate with our customers with order updates and any potential issues with warranty claims. Operations works exclusively on projects including installation by one of our certified installers, and makes sure our customers and crews are scheduled to work within the project's requirements.

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4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

In the event a project requires engineering or architectural services, we maintain a functionality for obtaining engineer sealed plans and drawings, with or without calculations, through our manufacturing partners who maintain teams of qualified and certified engineers. When working with a Cooperative member's architect or engineer, we may utilize CAD resources to aid in providing suitable recommendations which account for product selection and layout in the provided dimensions for available space. Our engineering resources are most commonly required when the project involves a shade or shelter structure. Our engineering resources will develop and publish the necessary sealed drawings purchased by the member of the project's permitting requirements.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

With the acquisition of APC by Playcore, most manufacturing of equipment is now in house in our Fort Payne, AL and Carrolton, GA plants. All Sales, customer service, logistics management and project manager is provided by in house APC resources. All communication with Cooperative members is through in house APC personnel. At this time, all installation services are sub-contracted out to certified installers and managed in house by an APC representative.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

American Parks Company has and will continue to promote the availability of the BuyBoard Cooperative. Existing sale team members currently use this as a sales technique when working with schools and other municipal groups to help save time and money and all new hires are trained on the benefits early on in their development to help fast track their success. If they are not already a member of BuyBoard, we urge them to register directly on your website to utilize your service as it's a direct benefit for our group to help streamline their ordering experience.

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

American Parks Company is financially secure. Bonding capacity is 500k and can be higher if needed. Insurance coverage limits are: General Liability Policy Aggregate: $10,000,000; Each Occurrence: $2,000,000; Damage to rented premises: $100,000; Personal & Adv Injury: $2,000,000; General Aggregate: $4,000,000; Products - Comp/OP Agg: $4,000,000; Automobile Liability: $1,000,000; Umbrella Liability: $10,000,000; Excess Liability: $15,000,000. No past of present owners, principal shareholders, or officers have been involved in debtor party to a bankruptcy, receivership, or insolvency proceeding in the last seven years.

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8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

n/a

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

n/a

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Playground structures and associated play equipment manufactured for APC Brands, Inc is IPEMA (International Play Equipment Manufacturers Association) certified to comply with applicable ASTMI (American Society of Testing and Materials International) and CPSC (Consumer Products Safety Commission) published standards. Our main plants are also ISO 9001 and ISO 14001 certified for manufacturing processes and environmental impact, respectively.

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12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

SureTec

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

n/a. We have not had any safety issues that have involved Proposer in any type of work contemplated under this contract. We have never had a workers compensation claim.

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: American Parks Company

DocuSigned by:
1328611C95534B9...

Signature of Vendor Authorized Representative

Printed Name: Chuck Wellenberger

Title: VP/GM

Date: 4/28/2022

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Section I: Park Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
2. Discount (%) off catalog/pricelist for **Park and Playground Sports Equipment.**
3. Discount (%) off catalog/pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment).
4. Discount (%) off catalog/pricelist for **Park and Playground Drinking Fountains, Attachments, and Accessories.**
5. Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products.**
6. Discount (%) off catalog/pricelist for **Park and Playground Bikes.**
7. Discount (%) off catalog/pricelist for **Park and Playground Animal Washing Stations.**
8. Discount (%) off catalog/pricelist for **Aquatic Playground and Pool Equipment, Attachments, and Accessories.**
9. Discount (%) off catalog/pricelist for **Skate Park Products, Attachments, and Accessories.**
10. Discount (%) off catalog/pricelist for **Water Park Products, Attachments, and Accessories.**
11. Discount (%) off catalog/pricelist for **Lake, River and Waterway Equipment** (dock floats, decking, waterway barriers, buoys, markers, and similar related equipment).
12. Discount (%) off catalog/pricelist for **Shade Canopies and Structures, Attachments, and Accessories.**
13. Discount (%) off catalog/pricelist for **Fabric Buildings (Prefabricated) and Structures** (for use with multipurpose events, sports, storage, and similar related building use), **Attachments, and Accessories.**
14. Discount (%) off catalog/pricelist for **Portable Restrooms, Prefabricated Portable Park Buildings and Shelters** (picnic shelters, cabins, pavilions, and similar related portable buildings).
15. Discount (%) off catalog/pricelist for **Outdoor Bleacher and Seating Systems, Attachments, and Accessories.**
16. Discount (%) off catalog/pricelist for **Outdoor Barrier Netting Products** (fence screens, windscreens and graphics, bleacher screen and graphics).
17. Discount (%) off catalog/pricelist for **Fireworks Display Services** (services shall include the products, labor, licenses and resources necessary to coordinate and perform such displays for Cooperative members).
18. Discount (%) off catalog/pricelist for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories.**

Section II: Repair/Replacement Parts

19. Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products.**

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PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32**.

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Section III: Installation and Repair Service for Park and Playground Equipment and Products -

20. **Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products** – Not to Exceed labor rate for Installation/Repair Service of Equipment and Products.
21. Discount (%) off from the **Installation Rate ONLY of Park and Playground Equipment and Products** (for labor as a percent (%) of the total cost of equipment/products to be installed).
22. **Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
23. **Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
24. **Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
25. **Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
26. **Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
27. **Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
28. **Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
29. **Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
30. **Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
31. **Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
32. **Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response)* **and Manufacturer Authorization Letters** *must be submitted with the Proposal or the Proposal will not be considered.*

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GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded by the Cooperative under this Proposal Invitation any related Cooperative member Purchase Order or construction contract as described in these Terms and Conditions.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"Awarded Items" has the meaning set for in section E.3 of the Terms and Conditions.

"Awarded Pricing" has the meaning set forth in section E.4 of the Terms and Conditions.

"BuyBoard®," "the BuyBoard," or "BuyBoard website" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" or **"Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"Contract" or **"BuyBoard Contract"** means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

(a) This Proposal Invitation;
(b) Vendor's Proposal;
(c) Notice of Award issued to Vendor by the Cooperative;
(d) Purchase Order between a Cooperative member and Vendor; and
(e) Member Construction Contract. (A Purchase Order and/or Member Construction Contract between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order and Member Construction Contract terms shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

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"Cooperative" means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative Administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

"Member Construction Contract" means any and all additional written terms, conditions, or instructions, related to construction or construction-related goods or services procured under a Contract awarded pursuant to this Proposal Invitation, which are required by a Cooperative member and accepted by a Vendor. Depending upon the nature of the goods or services and the Cooperative member project for which they are procured, these requirements may include, but are not limited to:

1) Conditions and specifications required by the Cooperative member;
2) Drawings or project plans produced by the Cooperative member; and
3) Change orders or change directives.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

"Vendor Invoice" means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

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4. Construction and Construction-Related Goods or Services

This Proposal Invitation may include construction or construction-related goods or services, such as the installation of equipment, limited site preparation work, or alterations to existing buildings or facilities, which collectively are referred to in these Terms and Conditions as "construction-related services." It is not the intent of the Cooperative for these Terms and Conditions to represent and reflect the complete agreement between a Cooperative member and a Vendor with respect to a specific procurement for construction-related services under a BuyBoard Contract awarded pursuant to this Proposal Invitation.

A Cooperative member procuring construction-related services under a BuyBoard Contract will likely negotiate and require Vendor to enter into a Member Construction Contract with additional terms that are specific to the Cooperative member's procurement or project. For example, a Cooperative member's architect and/or engineer (selected outside of a BuyBoard Contract) may prepare plans and technical specifications for tasks included in the construction-related services. Additionally, a Cooperative member may require compliance with legal requirements applicable to construction-related services, including certain bonding requirements and prevailing wage requirements. The Member Construction Contract terms as agreed to by the Cooperative member and Vendor become a part of the BuyBoard Contract awarded under this Proposal Invitation, subject to the limitations of Section D.2 (Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements).

Note: As specified in section B.10 (Certain Professional Services Excluded) of these Terms and Conditions, a Contract awarded under this Proposal Invitation does not include architecture, engineering or other services that must be procured in accordance with the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), and therefore a Member Construction Contract entered into with a Vendor pursuant to the BuyBoard Contract may not include such services. To the extent that an Awarded Item includes a construction component that requires architecture or engineering services, a Cooperative member must procure such services outside the BuyBoard Contract through a separate procurement process.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification**, **and if awarded a**

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contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded, except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).

Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

(a) A "cost plus" Proposal will not be accepted;
(b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
(c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
(d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

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Proposal pricing must not include the cost of engineering, architectural or other services that are required to be separately obtained by a Cooperative member under the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) or other applicable law.) If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for Member Construction Contracts and ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
(b) Section B.12, Certifications;
(c) Section D.2, Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements;
(d) Section E.6.b, Payments;
(e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
(f) Section E.12, Service Fee;
(g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
(h) Section E.14, Sales Tax;
(i) Section E.15, Use of BuyBoard Logo and Trade Name;
(j) Section E.16, Indemnification;
(k) Section E.17, Intellectual Property Infringement;
(l) Section E.18, Remedies for Default and Termination of Contract;
(m) Section E.19, Force Majeure;
(n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

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Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
(b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify

the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order or Member Construction Contract thereunder has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

1) preserve all contracting information, as defined in Texas Government Code Section 552.003(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order or Member Construction Contract thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order or Member Construction Contract thereunder);

2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and

3) on completion of the Contract (including any Purchase Order or Member Construction Contract thereunder), either:
   (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order or Member Construction Contract) that is in the custody or possession of Vendor; or
   (B) preserve the Contracting Information related to the Contract (including any Purchase Order or Member Construction Contract thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.

Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor

considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded

Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal

Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal

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Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Ethics, Fair Competition, and Other Matters

Vendor agrees and certifies to the following:

1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;

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6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract, Purchase Order, or Member Construction Contract and subsequently attempting to increase such proposed pricing citing market pricing;
8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

14. No Reimbursement

Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	40
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	10
5	Capability of Servicing Cooperative Members	10
6	Any other relevant factor or requirement listed in this Proposal Invitation	10
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

(a) Resident/Nonresident Certification;
(b) Vendor Employment Certification;
(c) Historically Underutilized Business Certification
(d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides

best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order and/or Member Construction Contract, as defined in section A.3 (Definitions) and further described in section A.4 (Construction and Construction-Related Goods and Services), for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members and Member Construction Contracts entered into pursuant to this Contract during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

2. Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements

By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating Member Construction Contracts or other additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

(a) Detailed product or service requirements for the specific Cooperative member purchase;
(b) Product delivery times and requirements for the specific Cooperative member purchase;
(c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;

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(d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
(e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
(f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any Member Construction Contract or other ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any Member Construction Contract or ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any Member Construction Contract or ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any Member Construction Contract or ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any Member Construction Contract or ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

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(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order and/or Member Construction Contract issued during the Contract term and afterwards with respect to any Purchase Order and/or Member Construction Contract or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders and/or Member Construction Contracts.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

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If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order or Member Construction Contract, as applicable, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
(B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

2) Discount Off Catalog or Pricelist

For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
(B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;

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(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates
Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative Administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

(d) Price Decreases
Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited
If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing
Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

5. Packaging, Transportation, and Delivery
Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such

charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or provided in the Purchase Order or Member Construction Contract, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order and/or Member Construction Contract null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications, these Terms and Conditions, and/or any Member Construction Contract, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

(a) Updated Catalogs

If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the forgoing, updated catalogs shall **not** be permitted to include any of the following:

1) Items that are outside the category or categories under which Vendor was awarded;
2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order, Member

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Construction Contract, or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the

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responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software, hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders and Member Construction Contracts prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available

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on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative Administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices

To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

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In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

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13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract, Purchase Order, or Member Construction Contract.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract, a Purchase Order, or a member Construction Contract, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract, Purchase Order, or Member Construction Contract, as applicable.

17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member

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harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

1) Materially misleading or false statement(s) in Vendor's Proposal;
2) Delivery of product or services that fail to meet the item specifications;
3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
4) Delivery of a product substitution, except as specifically authorized by the Contract;
5) Failure to meet required delivery schedules;
6) Failure to timely supply Awarded Items at the Awarded Pricing;
7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;
10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
11) Selling non-awarded products or services under the Contract or any other BuyBoard contract;
12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure); or
13) Failing to provide a Cooperative member with a copy of the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members before executing a Member Construction with the member or accepting the Cooperative member's Purchase Order for construction-related goods or services, whichever comes first.

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Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or Member Construction Contract or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

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19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract, a Purchase Order, or Member Construction Contract caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

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8. Non-Appropriations Clause
Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition
If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative
The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures
Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

12. Right of Setoff
Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

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APPENDIX I
BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

Technical Requirements and Instructions for Vendor Logo Files

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

Preferred:
- Minimum longest dimension (width or height): 384 pixels
- Image type: PNG

Other acceptable formats:
- Minimum longest dimension (width or height): 192 pixels
- Image type: JPG, JPEG, WebP

Technical Requirements and Instructions for Vendor Product Details

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. **Do not include:** -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ buyboard.com

Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50
Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). **This should <u>not</u> be a numeric value.**	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. **Do not provide:** -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount.Cannot be left blank. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Discount Percent **OR**	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A

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Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.		Price per unit of product with BuyBoard discount applied. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. **Do not provide:** -A link to the home page of your website	Text	1000
Vendor Thumnail Image Url	Optional	A link to a catalog product **thumbnail** image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted.** To make a product unique, it must have one of the following:*
1- A unique Vendor Product Number
2- A unique Vendor Product Number + UOM combination
DESIRED RESULT:
Product A - 1234567 - EA (different vendor product numbers)
Product B - 1234568 - EA
-OR-
Product A - 1234567 - EA (same vendor product number, different UOM)
Product B - 1234567 - PK

WRONG:
Product A - 1234567 - EA
Product B - 1234567 - EA

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APPENDIX II
ADDITIONAL TERMS AND CONDITIONS FOR BUYBOARD SELF-REPORTING

The following additional terms and conditions shall apply to any approved Vendor Request to Self-Report BuyBoard Purchases:

1. **BuyBoard Contracts Subject to Self-Reporting.** Authorization to self-report shall apply only to a Contract awarded under this Proposal Invitation. To the extent Vendor is awarded on another BuyBoard contract or contracts, separate authorization to self-report for such other contract(s) is required.

2. **Monthly Vendor Reports.** Vendor shall submit reports of Cooperative member purchases monthly to the Cooperative Administrator ("Monthly Vendor Reports"). All Monthly Vendor Reports shall be provided to BuyBoard at contractadmin@buyboard.com no later than the 10th day of the month. The Monthly Vendor Reports shall include a list of all purchase orders completed and invoiced by Vendor during the preceding month for BuyBoard members. Monthly Vendor Reports shall include any and all information reasonably required by, and in such format as may be reasonably required by, the BuyBoard Administrator from time to time. At a minimum, Monthly Vendor Reports shall include:

    i. BuyBoard member name;
    ii. Purchase Order amount;
    iii. Purchase Order number;
    iv. Date Purchase Order submitted to vendor;
    v. Date purchase executed / completed / delivered;
    vi. List of any Purchase Orders on prior Monthly Vendor Report(s) subsequently canceled;
    vii. General description of purchase, including Vendor's awarded BuyBoard contract number and category or categories under which the purchase was made; and
    viii. Final purchase amount total (as invoiced to BuyBoard member);
    ix. Invoice Date.

3. **Reconciling Self-Reported Information and Discrepancies.** BuyBoard may, in its sole discretion, periodically send information to Cooperative members listing all purchases self-reported by Vendor for the Cooperative member and/or request reports from Cooperative members containing purchase order data. If discrepancies are noted or reported by the Cooperative member as a result of such report or otherwise, Vendor agrees to promptly respond and cooperate with the Cooperative and/or Cooperative members to reconcile and correct any discrepancies. Vendor further agrees to promptly respond to requests and comply with any reasonable request for information and documentation by the Cooperative or a Cooperative member to assist in such reconciliation.

4. **Vendor Accounts.** Recognizing that Cooperative members seeking best value may wish to compare pricing from multiple cooperatives when considering individual purchases, the Cooperative expects Vendor to honor any request by a Cooperative member to make a purchase through the Contract and expects that Vendor will not seek to limit or inhibit a Cooperative member from making individual purchases through the purchasing cooperative of its choice, regardless of the Cooperative member establishing an account with Vendor designating BuyBoard as its cooperative.

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5. **Vendor Obligation Comply with BuyBoard Contract.** Nothing in an authorization to self-report shall be deemed to waive any of Vendor's obligations under the General Terms and Conditions of the Contract, including but not limited to Vendor's obligations to honor Cooperative member Purchase Orders and pay all service fees on such Purchase Orders. Nothing shall require Cooperative members to utilize Vendor's self-reporting option to make purchases under the Contract. Vendor shall process all Purchase Orders, including any Purchase Orders received directly through the BuyBoard.

6. **Amendment.** These Additional Terms and Conditions for BuyBoard Self-Reporting are subject to amendment by the Cooperative at any time in its sole discretion. BuyBoard shall provide written notice to Vendor of any amendment, and the amendment shall be effective thirty (30) days after the date of the written notice.

7. **Termination of Self-Report Authorization.** The Cooperative may terminate any authorization for Vendor to self-report at any time for any reason, in its sole discretion. Notice of termination, including the effective date of the termination, shall be provided to Vendor in writing. If Vendor at any time wishes to cease self-reporting BuyBoard member purchases, including after receipt of amended self-reporting terms or conditions as provided herein, Vendor shall provide the Cooperative with at least thirty (30) days prior written notice of its request to revoke, listing the effective date of such revocation in the notice. Any termination or revocation of an authorization to self-report shall pertain to Vendor self-reporting only and shall not affect an awarded Vendor's underlying BuyBoard contract.

8. **BuyBoard Contract Terms and Conditions.** Self-reporting is subject to the General Terms and Conditions of the Contract. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as set forth in the General Terms and Conditions of the Contract.

9. **Assignment.** An authorization to self-report is specific to Vendor and not subject to assignment. In the event a Vendor's awarded Contract is subsequently assigned to another vendor where permitted by the Contract, the Contract assignee must submit its own Vendor Request to Self-Report BuyBoard Purchases and receive approval of such request by the BuyBoard Administrator.

Exhibit "B"
Pricing

PLAY... It's What We Do Best!

Prepared By	Angela Roberts
Email	angela.roberts@apcplay.com
Phone	(888) 401-6446 Ext 109
Fax	

Contact Name	Bob Keefe	Quote Number	062320200
Email	bkeefe@highlandsfl.gov	Quote Name	Bob Keefe Playground - Trail Blazer
Phone	(863) 402-6783	Created Date	06/07/2023
		Expiration Date	06/28/2023

Bill To Name	Bob Keefe	Ship To Name	Bob Keefe
Bill To	4523 Muriel Street Sebring, FL 33870 United States	Ship To	4523 Muriel Street Sebring, FL 33870 United States

Product	Product Code	Line Item Description	List Price	Sales Price	Quantity	Total Price
Trail Blazer	878-129609	NATURAL Color Scheme Age Range: 5-12, Child Capacity: 40-45, Fall Height: 6'4", Use Zone: 42'1" x 25'8". (878-201925)	$ 68,138.00	$ 34,069.00	1.00	$ 34,069.00
Custom Shade 1	CUSTSHADE1	TAN Fabric, GREEN Posts Custom 32x22x14 shade structure to cover Trail Blazer playground.	$ 0.00	$ 11,181.00	1.00	$ 11,181.00
36 Gallon Lexington Receptacle w/ Rain Bonnet Lid	LX-36RB	BROWN Includes liner; Available portable or surface mount	$ 1,608.00	$ 1,608.00	1.00	$ 1,608.00
6' WILMINGTON BENCH, WITH BACK SLAT - PC	974-S6	BROWN 6' Wilmington Series Bench with Back Surface Mount or Portable	$ 1,417.00	$ 1,417.00	2.00	$ 2,834.00

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Prepared By	Angela Roberts
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Fax	

Product	Product Code	Line Item Description	List Price	Sales Price	Quantity	Total Price
Professional Installation	INSTALL	Professional Installation of the above into existing space with existing surface using standard wage and access to water, electricity and dumpster on site. Ground prep and permits to be handled by others if required. Inground mount of (1) structure.	$ 0.00	$ 28,571.00	1.00	$ 28,571.00
DISCOUNTPRODUCT	DSCNTProduct	Freight Discount if approved and signed by 6/9/2023 NO EXCEPTIONS	$ 0.00	$ -2,165.00	1.00	$ -2,165.00
Special Instructions	SpecInstructions	BUY BOARD CONTRACT # 679-22	$ 0.00	$ 0.00	1.00	$ 0.00

Subtotal	$ 76,098.00	Shipping and Handling	$ 5,394.00
		Tax	$ 0.00
		Grand Total	$ 81,492.00

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Prepared By	Angela Roberts
Email	angela.roberts@apcplay.com
Phone	(888) 401-6446 Ext 109
Fax	

Items to Note & Special Instructions

Product normally ships within 5-6 weeks from when your order is processed. Quote includes price for materials and installation. Price EXCLUDES: site work, underground line location, permits, lift gates & impact fees. Site must be clear, level and accessible at time of installation. If rock, concrete or any obstacle is found during installation, additional charges may apply. Customer is responsible for any taxes that may apply. Specific vendor registration and/or insurance requirements may result in additional fees. If order is canceled a 25% fee may be assessed.

I APPROVE THIS PROJECT. LET'S GET STARTED!

Approval and acceptance of this proposal may be executed by signing below and faxing or emailing back to the contact information listed above. Unless prior arrangements are approved, payment of equipment due in full upon receipt of invoice . By signing below, you agree to the terms and conditions found here: APCPLAY.com Terms and Conditions .

Company: _____ Date: _____

Authorized Purchaser: _____ Title: _____

☐ **I have read and understand the Installation Terms And Conditions included with this quotation.**

PLAY... It's What We Do Best!

Prepared By	Angela Roberts
Email	angela.roberts@apcplay.com
Phone	(888) 401-6446 Ext 109
Fax	

INSTALLATION TERMS AND CONDITIONS

1. Site Access
a. American Playground Construction (APC) as well as its subcontractors, vendors, laborers, and materialmen must have free access to the job site during the hours of 7:00am - 7:00pm Monday - Friday.
b. Gates must be at least 8' wide to allow equipment access.
c. Most equipment and mulch deliveries are made with a 53' truck. Site must have access to allow delivery of equipment and mulch within 200' of installation site and must be accessible by trucks, trailers, skid-steer loaders, man-lifts, forklifts, etc.
d. APC provides no warranty against damage to overhead utilities, overhangs, etc. lower than 12'.
e. Water and 120v electricity must be available within 100' of the construction site.

2. Landscaping & Hardscapes
a. APC will employ the use of heavy equipment that is needed to off-load, erect & boom equipment on and around the site.
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3. Job Site
a. Unless specifically indicated on the proposal, APC is not responsible for site preparation including uninstalling existing equipment, grading, clearing, or removing underground obstacles.
b. Unless specifically indicated on the Scope, all work is assumed to be performed on loose fill dirt.
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i. Rock shall be defined as material encountered in excavation that cannot be dislodged by a Bobcat Model No. S175 skid steer loader, equipped with a minimum 44-inch wide general purpose bucket rated at not less than 49 HP power with a 3,300-psi hydraulic system.
ii. Rock excavation includes up to 6 inches over-excavation below the required excavation depth.
iii. Rock shall be quantified by measuring the volume of removed rock and soil by the cubic yard (for the purposes of this calculation, any partial truck load will be counted as full).
d. In the event that soil, or rock conditions are such as to prevent normal installation time and procedures, the customer will be responsible for additional equipment, labor expense and delay cost required to complete the installation.

4. Underground Utilities
a. APC will comply with all state and local underground utility marking requirements.
b. The utility locate service will only locate public utilities on the public side of utility meters.
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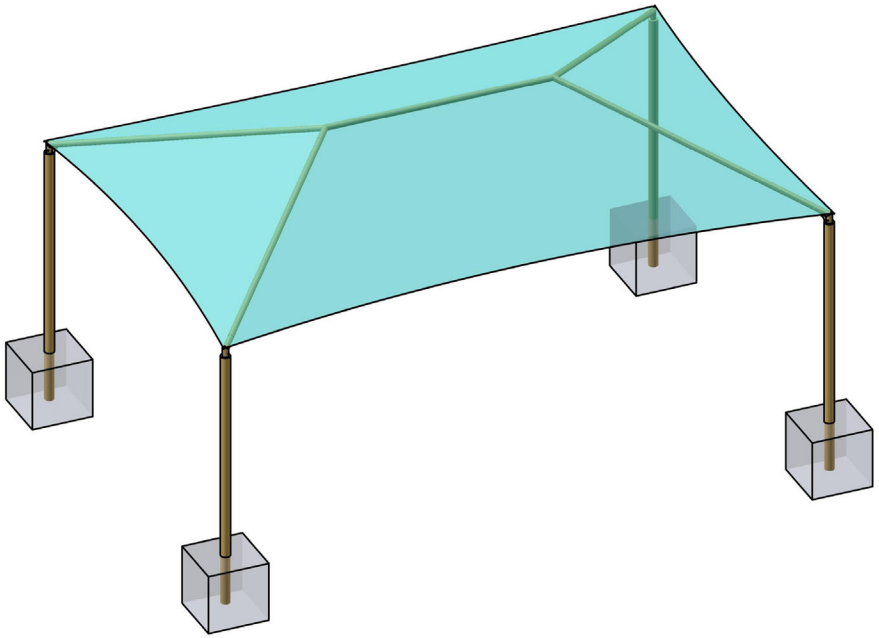
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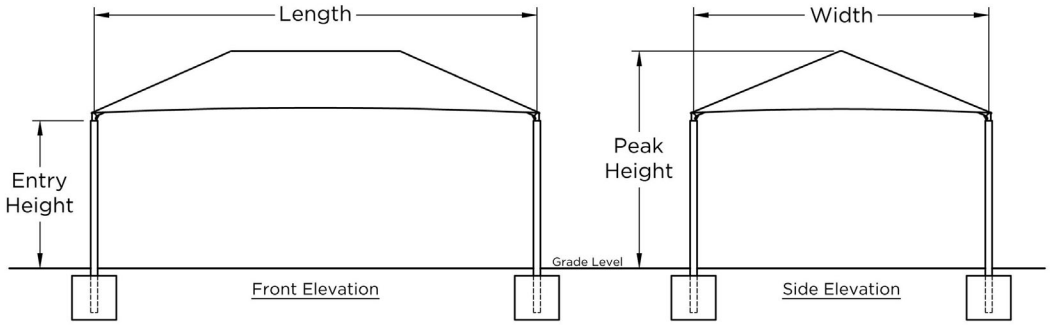
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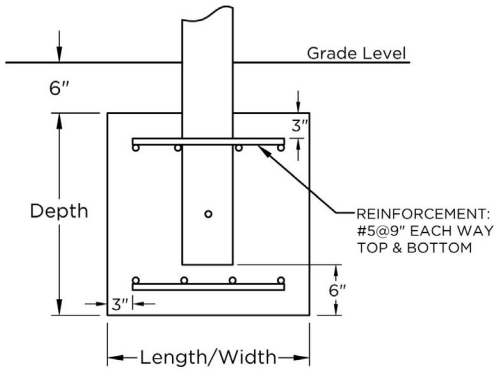
Hip Shade

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Peak Height	18.44'	**Elbow**	Glide	**Column Mount**	Embedded
Column Size	Ø6.6" Sch-40	**Rafter Size**	Ø3.5" 11-Ga	**Ridge Size**	Ø3.5" 11-Ga
Column Length	17'	**Rafter Length**	15.64'	**Ridge Length**	11.62'
Dome Qty.	1	**Column Qty.**	4		

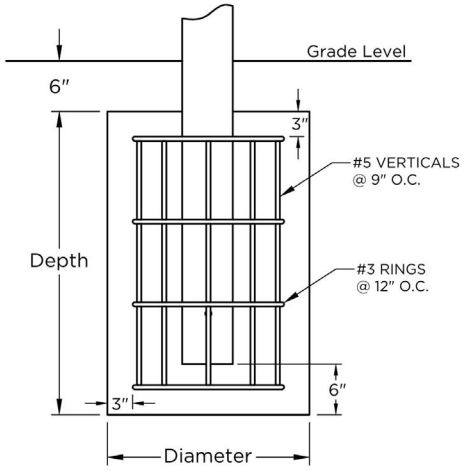




Square Footing		
Column	Length & Width	Depth
Single Cap	4.01	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	Out of range	N/A
2'-6"	Out of range	N/A
3'-0"	5.47	N/A



Superior Shade

QUOTE	SHADE SIZE	SHADE STYLE
	32' X 22'	Hip Shade

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

ALL PEOPLE CAN PLAY

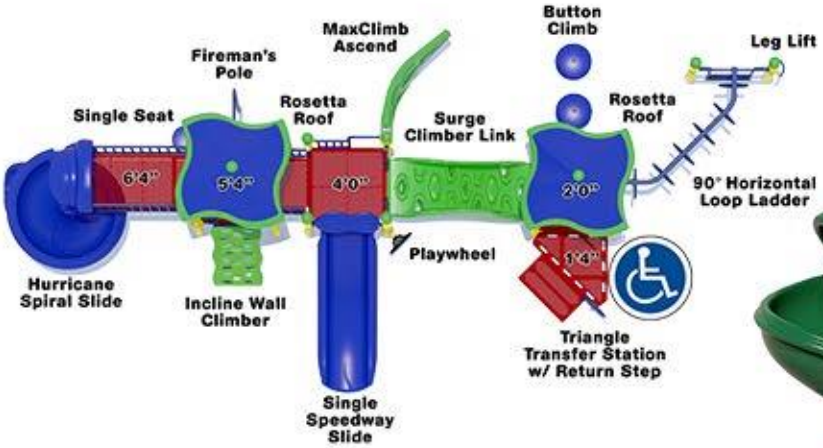
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TRAIL BLAZER

AGES: 5–12 | CHILD CAPACITY: 45

ACTIVITIES: 11 | USE ZONE: 42' X 26'







ALL PEOPLE CAN PLAY

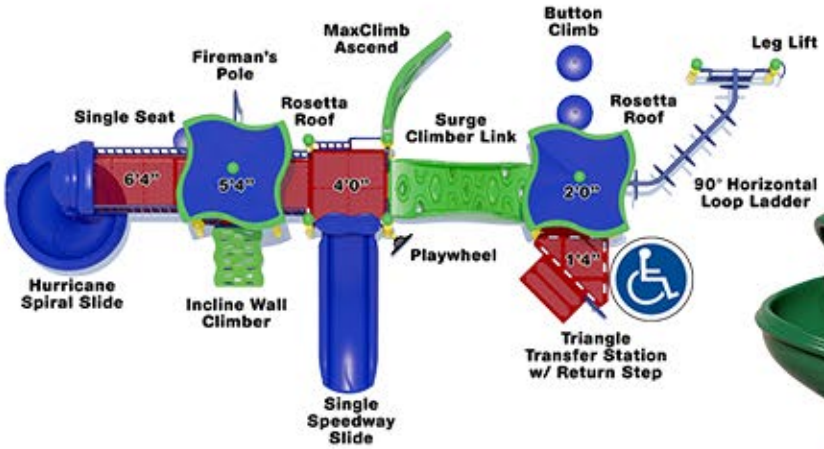
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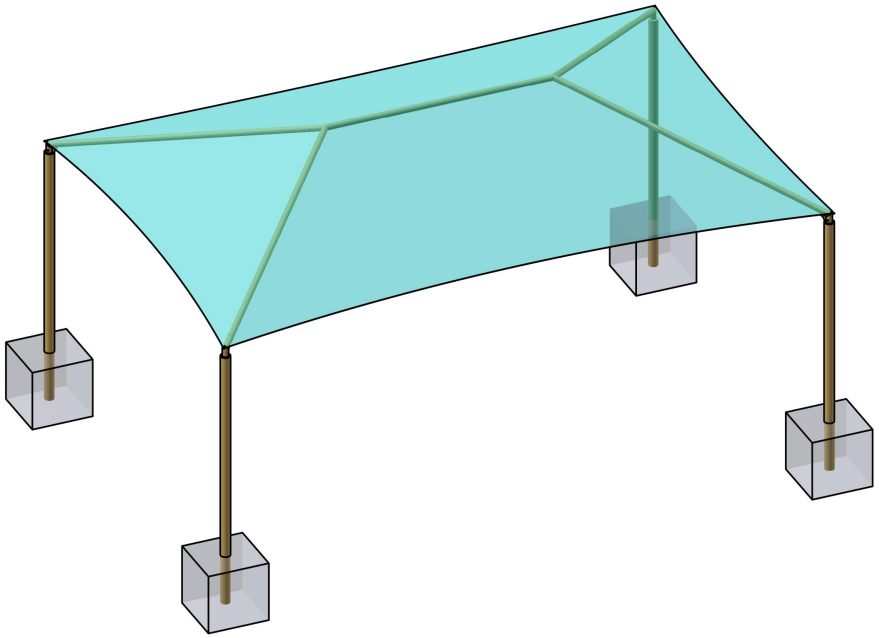


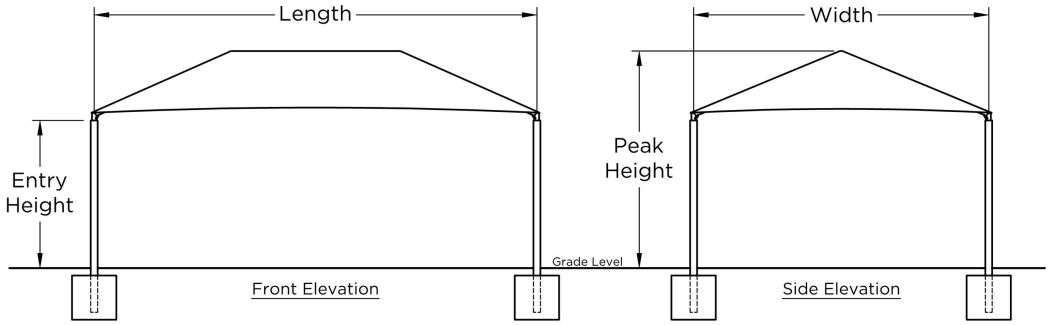


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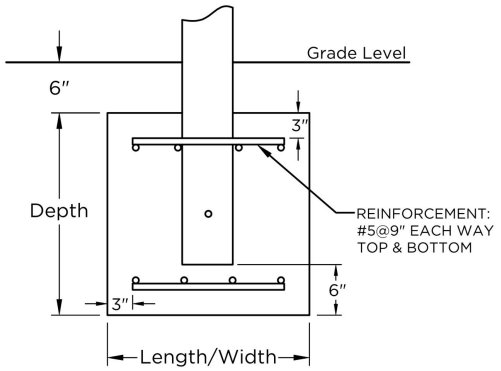
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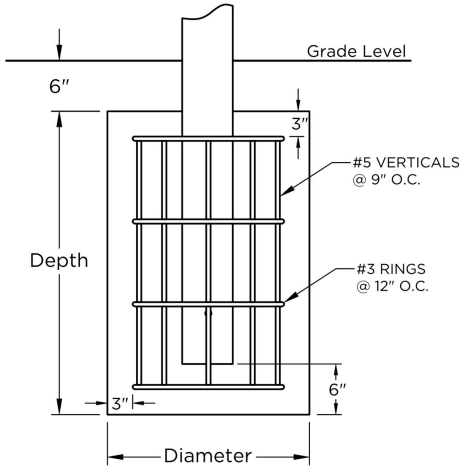




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PLAY... It's What We Do Best!

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Fax	

Contact Name	Bob Keefe	Quote Number	062320200
Email	bkeefe@highlandsfl.gov	Quote Name	Bob Keefe Playground - Trail Blazer
Phone	(863) 402-6783	Created Date	06/07/2023
		Expiration Date	06/28/2023

Bill To Name	Bob Keefe	Ship To Name	Bob Keefe
Bill To	4523 Muriel Street Sebring, FL 33870 United States	Ship To	4523 Muriel Street Sebring, FL 33870 United States

Product	Product Code	Line Item Description	List Price	Sales Price	Quantity	Total Price
Trail Blazer	878-129609	NATURAL Color Scheme Age Range: 5-12, Child Capacity: 40-45, Fall Height: 6'4", Use Zone: 42'1" x 25'8". (878-201925)	$ 68,138.00	$ 34,069.00	1.00	$ 34,069.00
Custom Shade 1	CUSTSHADE1	TAN Fabric, GREEN Posts Custom 32x22x14 shade structure to cover Trail Blazer playground.	$ 0.00	$ 11,181.00	1.00	$ 11,181.00
36 Gallon Lexington Receptacle w/ Rain Bonnet Lid	LX-36RB	BROWN Includes liner; Available portable or surface mount	$ 1,608.00	$ 1,608.00	1.00	$ 1,608.00
6' WILMINGTON BENCH, WITH BACK SLAT - PC	974-S6	BROWN 6' Wilmington Series Bench with Back Surface Mount or Portable	$ 1,417.00	$ 1,417.00	2.00	$ 2,834.00

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Product	Product Code	Line Item Description	List Price	Sales Price	Quantity	Total Price
Professional Installation	INSTALL	Professional Installation of the above into existing space with existing surface using standard wage and access to water, electricity and dumpster on site. Ground prep and permits to be handled by others if required. Inground mount of (1) structure.	$ 0.00	$ 28,571.00	1.00	$ 28,571.00
DISCOUNTPRODUCT	DSCNTProduct	Freight Discount if approved and signed by 6/9/2023 NO EXCEPTIONS	$ 0.00	$ -2,165.00	1.00	$ -2,165.00
Special Instructions	SpecInstructions	BUY BOARD CONTRACT # 679-22	$ 0.00	$ 0.00	1.00	$ 0.00

Subtotal	$ 76,098.00	Shipping and Handling	$ 5,394.00
		Tax	$ 0.00
		Grand Total	$ 81,492.00

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Items to Note & Special Instructions

Product normally ships within 5-6 weeks from when your order is processed. Quote includes price for materials and installation. Price EXCLUDES: site work, underground line location, permits, lift gates & impact fees. Site must be clear, level and accessible at time of installation. If rock, concrete or any obstacle is found during installation, additional charges may apply. Customer is responsible for any taxes that may apply. Specific vendor registration and/or insurance requirements may result in additional fees. If order is canceled a 25% fee may be assessed.

I APPROVE THIS PROJECT. LET'S GET STARTED!

Approval and acceptance of this proposal may be executed by signing below and faxing or emailing back to the contact information listed above. Unless prior arrangements are approved, payment of equipment due in full upon receipt of invoice . By signing below, you agree to the terms and conditions found here: APCPLAY.com Terms and Conditions .

Company: _____ Date: _____

Authorized Purchaser: _____ Title: _____

☐ **I have read and understand the Installation Terms And Conditions included with this quotation.**

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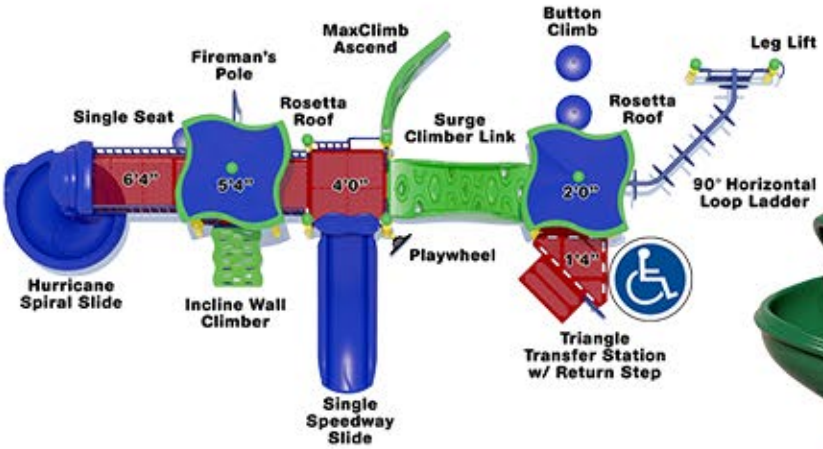
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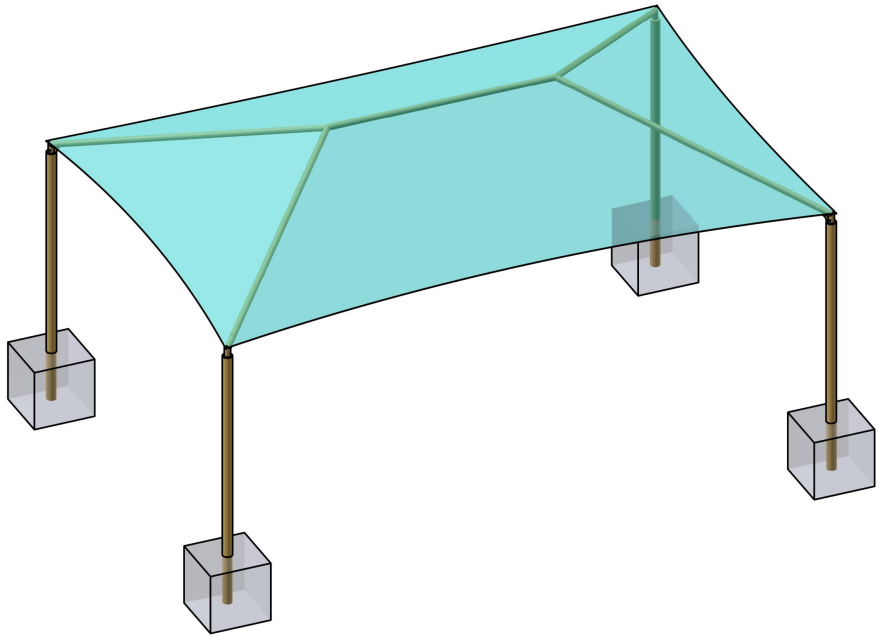


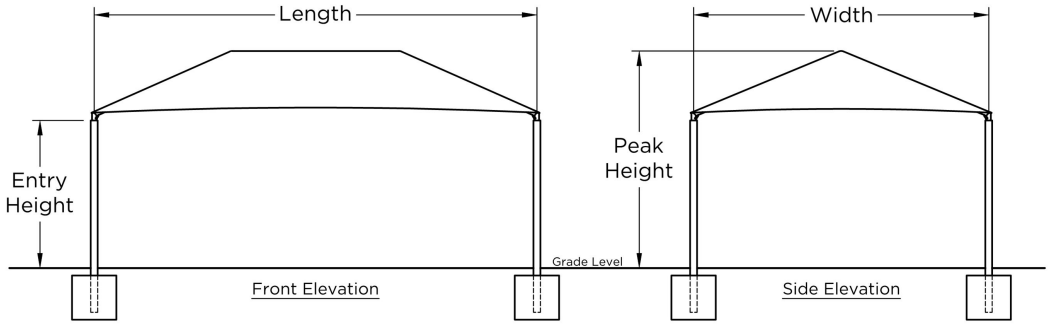


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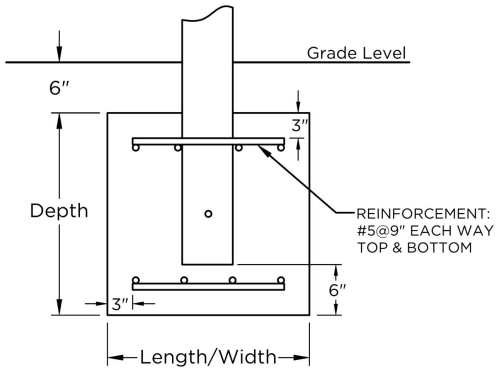
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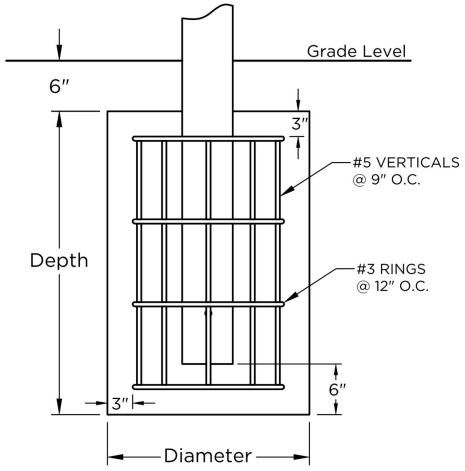




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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Request approval of Amendment 1 between Highlands County and Minor League Golf, LLC.**

STATEMENT OF ISSUE

The Board of County Commissioners on March 1, 2022 at the regularly scheduled meeting approved a Tourist Development Council (TDC) Special event Grant for the Visit Sebring Classic for years 2022 and 2023. The event organizer has requested a rescheduling of the event for 2023 from April to October 10-12, 2023, which is a more needed month for tourism within Highlands County.

RECOMMENDED ACTION

Move to approve Amendment 1 between Highlands County and Minor League Golf, LLC.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Amendment 1 - Visit Sebring Classic.st signed.pdf

AMENDMENT 1 TO THE GRANT CONTRACT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND MINOR LEAGUE GOLF, LLC

THIS AMENDMENT is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Minor League Golf, LLC, 7521 SW Harbor Cove Dr., Stuart, Florida 34997, hereinafter referred to as the "CONSULTANT".

WHEREAS, on March 1, 2022, the COUNTY entered into the Agreement with the CONSULTANT related to the New Event/Project Grant for the Visit Sebring Classic Minor League Golf Tour (hereinafter referred to as "Agreement"); and

WHEREAS, the CONSULTANT has requested certain revisions to an upcoming event governed by the Agreement; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens, of and visitors to Highlands County to amend the Agreement as set forth herein.

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

1. Exhibit "A" is hereby deleted in its entirety and replaced with **Exhibit "A-1"** attached hereto and made a binding part hereof.

2. All other terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms and conditions of this Amendment 1 and the Agreement, this Amendment 1 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this ____day of _____2023.

HIGHLANDS COUNTY

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

MINOR LEAGUE GOLF, LLC

By: _____

Print: Scott Turner

Title: Owner

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced Personally Known as identification, and who did/did not take an oath this 16 day of July, 2023.

(stamp)

_____
NOTARY PUBLIC, State of Florida

KATHY MUSSO
Commission # GG 933819
Expires January 12, 2024
Bonded Thru Budget Notary Services

Exhibit "A-1"

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: $ 13,000 (2022)
13,000 (2023)

I. General Information

1. Name of Applicant: Minor League Golf Tour
2. Name of Event: 2022 visit Sebring Classic, 2023 visit Sebring classic
3. Contact person: Scott Turner
4. Contact person e-mail: ScottTurner@minorleaguegolf.com
5. Complete address of Applicant: 7521 SW Harbor Cove Dr. Stuart, FL 34997
   Cell phone: 561-598-9630
6. Applicant's Chief Official/Event Coordinator: Scott Turner
   Title: MLGT Mgr
   Address if different from above:
   Cell phone:
   Email:
7. Has Event ever received funding from the TDC? (Yes) No
   >If yes – list years and amounts:
   2021 $7500
8. Amount Applicant is requesting for the Event/Project: $ 13,000
9. Intended use of funds:
   Course rental fees, event officials, marketing, digital marketing

   (Refer to page 7 – Eligible and Ineligible Uses of Funds)

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

III. Schedule of Event:

Nov 8-10, 2022 golf tournament
Exact 2023 TBD but same month

IV. Event Specific Information

1. Event name: 2022 visit Sebring Classic, 2023 Visit Sebring Classic
2. Type of event: professional golf tournament
3. Dates of Event: ~~11/8-13, 2022 - 2023~~ exact date TBD but same month Oct. 10 - 12, 2023
4. Location of Event: Sun 'N Lake Golf Club
5. Number of days: Hours: Three days
6. Projected number of out of town participants: 50-80
   Out of state: 50 %
   In-state: 50 %

7. Projected number of attendees per day: 50-80

8. Projected number of media, staff, officials: 4
   Out of state:
   In-state: 4

9. Event/Project promoter (if other than Applicant):
   Name of promoter:
   Company name:
   Contact name:
   Address:
   Phone:
   Email:
   Website:

11. Event Admission Price (if applicable)

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. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.)

13. 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*).

14. Provide the previous year's event information, (if applicable):

    Previous Event or Project: 2021 Visit Sebring Classic
    Date: 11/1-3, 2021
    Location: Sun 'N Lake Golf Club
    Total Room Nights: 40 at Inn on the Lakes plus others at other Sebring hotels
    Contact Name/Phone: Scott Turner 561-598-9630
    Funding amount awarded: $7,500
    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)
60 golfers @ $695 entry fee	41,700
Visit Sebring/TDC Funding Request	$ 13,000
TOTAL INCOME ALL SOURCES	$ 54,700

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**
Prize purse	41,700
	$
TOTAL EVENT EXPENSES	$ 41,700
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Course rental fee	6300
Event officials	2500
Marketing	2200
Digital marketing	2000
TOTAL TDC EXPENSES	$ 13,000

Grant Application Checklist

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

Initials

ST This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: 11/8-10, 2022
Date of Application: 12/30/21

ST 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 6/12/22 (date 60 days after event ends).

ST I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by 2/3/22. (date one week after the application is submitted to and accepted by the Tourism Office)

ST 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.

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

ST 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.

ST 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.

ST 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.

ST 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.

ST 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.

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

ST 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)

ST Applicant has included a list of its current Officers and/or Board members (if applicable) with the application. Not Applicable

ST Applicant's W-9 tax form is included with the application.

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

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

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

ST 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).

ST 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.

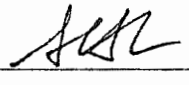
ST Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

ST 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.

ST 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: Scott Turner

Title: MLGT Mgr *Date:* 12/20/21

Authorized Agent Signature: 

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: To run a successful professional golf tournament while showcasing Sebring, FL

Definition	Your Objective
Specific • What do I want to accomplish with this event? Why? • What is the desired result?	To continue this great golf tournament for many years to come.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	By bringing talented professional golfers to Sebring, FL and creating a positive economic impact
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	The $13k grant will cover the costs associated with running a successful golf tournament
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	Yes. By bringing professional golfers to Sebring, FL to support local bussinesses
Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	We plan to bring more golfers to Sebring every year for this professional event.

Final Goal: To showcase Sebring, FL and create a positive economic impact

Business Plan

Business Opportunity

The Minor League Golf Tour would like to host the Visit Sebring Classic November 8-10 at Sun 'N Lake Golf Club again in 2022 and 2023 and continue to grow this great event while showcasing Sebring, FL. The MLGT has run 1,977 professional golf tournaments since 2004.

Target Market

Young up and coming professional golfers and talented amateurs that aspire to play on the PGA Tour. These golfers are coming from all over the world to compete on the MLGT in Sebring, FL. The help of media relations and digital marketing we will continue to grow the number of out of county visitors to this event each year.

Overnight Impact

We anticipate 60 golfers with 150 room rentals. The golfers will also be eating at restaurants in Sebring during their stay and supporting local businesses. We will be inviting golf media to attend and play in the pro-am which will bring more people to Sebring increasing media attention and room nights for this event.

Financial Plan

The golfers pay an entry fee which covers the prize purse but we are asking for a $13,000 grant to help with the course rental fees, event officials, marketing for the event.

Success Story

We plan on continuing this event as a staple event for many years to come making a positive economic impact in Sebring. The MLGT membership has grown every year and is up to 906 members in 2021. The continual growth in members will bring more golfers to Sebring each year for this staple event. Pease see testimonials on the next page from players that competed in 2021.

Marketing Plan

Target Audience

Professional and highly skilled amateur golfers from all over the world. Digital marketing helps reach golfers from Florida, in the United States and all over the world.

Strategy

By continuing to increase marketing the event both with media relations and digital marketing the number of golfers and room nights will continue to grow each year.

Customer

MLGT membership has grown each year since inception in 2004 with 906 members in 2021 up from 802 in 2020. This growth in membership will lead to higher participation for this event in Sebring, FL.

Process/Execution

The MLGT will focus on local media relations and digital marketing to continue to grow membership which will grow participation for this great event.

Here are some testimonials from the 2021 Visit Sebring Classic and Citrus Golf Trail Open showing how much the players enjoyed Sebring's hospitality:

Hello Casey,

It was very nice meeting you and thank you so very much for your part in making the inaugural Citrus Golf Trail Open possible this past week at Sun 'N Lake GC!

For professionals like myself, the MLGT plays a critical part in our development as we ultimately work toward the PGA Tour. I believe the MLGT is the best run and most competitive tour in its class, bringing in guys with current and former PGA Tour and Korn Ferry Tour Status week in and week out. Opportunities to play for larger purses on championship quality venues attracts even more high caliber players to the event and I can't stress enough how much this not only benefits the tour but players such as myself.

This years winner my good friend Landon Michelson is a perfect example of what an event like the CGTO can do for our careers. Landon is obviously an incredibly talented player that's passion for golf is hard to match. Coming in to this event he was at a crossroads in his career unsure if he would be able to continue to pursue his dream. Now as the winner of this event he has renewed confidence, the means to continue on, and a new beacon on his resume to attract new sponsors. When Landon one day makes it to the PGA Tour, I believe this event will have played a major role in getting him there.

So thank you again so much again for your role is making this great event come to life and I'm confident it with continue to grow and attract even more talented players in the years to come!

All the best,

Chris Ingham

And thank you again for the OJ!!

Hi Casey,

My name is Peter Bradbeer and I recently played in the MLGT event in Sebring. Just wanted to send along my thanks for your help in the event! It was a good event and I had a blast. Thank you again!

Peter Bradbeer

Hi Casey,

I just wanted to take the time to thank you for all of your support at this week's tournament. It was a great event for me to get ready for the korn ferry tour that starts next month in the Bahamas. Thank you so much for the sponsorship, and helping not only me but all other golfers continue to pursue our dreams.

Thanks so much and I hope to make it back to Sebring soon!

Ben

Benjamin C. Griffin
Korn Ferry PGA Tour
University of North Carolina Class of 2018 | B.S. Economics

Greetings,

As a professional golfer who has been playing close to 30 years the hospitality, conditions of the golf course, staff, and making us feel welcome was second to none. Thank you. I look forward to coming back in the future and sincerely appreciate the first class treatment all week. Happy Holidays and thank you very much for hosting such an outstanding event.

Sincerely,
Bobby Collins

Attendee Survey

On a scale of 1 to 5, please rate your experience with 1 being low and 5 being high:

	1	2	3	4	5
Registration process on MLGT website	—	—	—	—	—
Communications leading up to the event	—	—	—	—	—
Experience during event	—	—	—	—	—
Overall experience at Sun 'N Lake	—	—	—	—	—
How welcome did you feel from the members	—	—	—	—	—
Host Hotel accommodations	—	—	—	—	—
Sebring restaurants/social activities	—	—	—	—	—
Overall experience in Sebring, FL	—	—	—	—	—
Likeliness of recommending this event to a friend	—	—	—	—	—

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: Minor League Golf Tour

Date: 12/31/21

By: _____
(Signature)

Its:

(Title)
State: _____ County: _____

Before me this day personally appeared 1/6/22 (name) as _____(title) of _____(applicant) to me well known or produced identification Personally (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) 1/6/22

My Commission expires (date) 4/13/25

Signature of Notary _____

Notary Public State of Florida
Carol Guerrero
My Commission HH 110144
Expires 04/13/2025

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.
Minor League Golf 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) ▶ _____

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.
7521 SW Harbor Cove Dr

Requester's name and address (optional)

6 City, state, and ZIP code
Stuart, FL 34997

Minor League Golf, LLC

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	2	–	1	9	0	8	9	5	5

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.

Verified by PDFFiller 03/21/2021

Sign Here Signature of U.S. person ▶ Scott Turner Date ▶ 03/21/2021

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.*

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER: **Jeff King, Executive Manager of Business and Economic Development**

SUBJECT/TITLE: **Request approval of Budget Amendment 22-23-132 to realign funds in project 21107, Duke Energy Florida Economic Development Marketing Assistance.**

STATEMENT OF ISSUE

The Economic Development Office wishes to realign funds in project 21107 to decrease the budget in account 55403Z (project education & training) and increase budgets in accounts 53100Z (project professional services), 54800Z (project dues & memberships), and 55200Z (project operating supplies).

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-132 to realign funds in project 21107, Duke Energy Florida Economic Development Marketing Assistance.

FISCAL IMPACT

There is no fiscal impact.

Attachments: 22-23-132 Proj 21107 Duke Energy FL Economic Realign.pdf

REVIEWED
O.M.B DEPARTMENT
July 25, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/14/2023** SUBMITTED BY: **Jeff King**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2810**

PROJECT(S) #: **21107** PROJECT TITLE(S): **Duke Energy FL Economic Grant** COST CENTER TITLE(S): **Economic Development**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	2810	55403Z	Project Education & Training		18,000.00		11,539.97	6,460.03
E	005	2810	53100Z	Project Professional Services		0.00	6,000.00		6,000.00
E	005	2810	54800Z	Project Dues & Memberships		0.00	5,000.00		5,000.00
E	005	2810	55200Z	Project Operating Supplies		0.00	539.97		539.97
									0.00
									0.00
									0.00

REASON: **To realign account balances with actual project spending for the grant**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-132**

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

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER:	**Brandon Gunn, Interim Facilities Director**
SUBJECT/TITLE:	**Request approval of Budget Amendment 22-23-133 moving funds from Regular Salaries and Wages to Contractual Services for temporary staffing in Facilities Management.**

STATEMENT OF ISSUE

This Budget Amendment will realign funding in the Facilities Management budget to provide temporary staffing to come from lapse personnel budgeted funds.

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-133 moving funds from Regular Salaries and Wages to Contractual Services for temporary staffing in Facilities Management.

FISCAL IMPACT

The fiscal impact is a decrease of $26,266.00 to account 51200 (Regular Salaries & Wages) and increase to account 53400 (Contractual Services) within Fund 005 (General), cost center 2672 (Facilities Management).

Attachments: 22-23-133 Facilities Realignment_Contractual Svcs.pdf

REVIEWED
O.M.B DEPARTMENT
July 27, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/27/2023** SUBMITTED BY: **Lance Marine**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2672**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Facilities Management**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**2672**	**51200**	**Regular Salaries & Wages**		**762,383.00**		**26,266.00**	**736,117.00**
E	**005**	**2672**	**53400**	**Contractual Services**		**51,670.00**	**26,266.00**		**77,936.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To realign funding in the Facilities Management budget to provide temporary staffing to come from lapsed personnel budgeted funds.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-133**

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

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Aug 15, 2023

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **Request approval of the Special Warranty Deed between The Schoolboard of Highlands County and Highlands County.**

STATEMENT OF ISSUE

The Schoolboard of Highlands County has deeded the real property address known as The Lincoln Park Playground to the County.

RECOMMENDED ACTION

Move to approve the Special Warranty Deed between The Schoolboard of Highlands County and Highlands County.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Lincoln Park Playground Deed.pdf

Prepared by and return to:
Shannon L. Nash
Attorney at Law
Swaine, Harris & Wohl, P.A.
425 South Commerce Avenue
Sebring, FL 33870-3702
863-385-1549

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 25th day of July, 2023 between **The School Board of Highlands County**, a political subdivision of the State of Florida, with an address of 426 School Street, Sebring, Florida 33870, grantor, and **Highlands County**, a political subdivision of the State of Florida, with an address of 600 S. Commerce Avenue, Sebring, Florida 33870 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Highlands County, Florida** to-wit:

> **The North 400 feet of the West 650 feet of the Southeast quarter of the Southeast quarter of Section 21, Township 34 South, Range 29 East, Highlands County, Florida, LESS and EXCEPT road right-of-way for School Street and Muriel Avenue.**
>
> **The preparer of this instrument was neither furnished with, nor requested to review, an abstract on the described property and therefore expresses no opinion as to condition of title.**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Witness Signature
Witness Printed Name: Marlene Welton

Witness Signature
Witness Printed Name: Belinda Hodge

The School Board of Highlands County,
a political subdivision of the State of Florida

By: _____
Donna Howerton, its Chair

ATTEST: _____
Dr. Brenda Longshore,
Superintendent of Schools and
Ex-officio Secretary

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me this 25th day of July, 2023 by Donna Howerton, as the Chair of The School Board of Highlands County, Florida, a political subdivision of the State of Florida, who [X] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

MARLENE WELBORN
Notary Public
State of Florida
Comm# HH167061
Expires 8/26/2025

Notary Public
Printed Name: _____
My Commission Expires: _____

The real property granted by this instrument is hereby accepted by Highlands County, a political subdivision of the State of Florida, this _____ day of _____, 2023.

HIGHLANDS COUNTY, FLORIDA

_____
Chris Campbell, Chairman of the Board of County Commissioners

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

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

SUBJECT/TITLE: **Request to approve and execute the plat of Hammock Road Estates for recordation.**

STATEMENT OF ISSUE

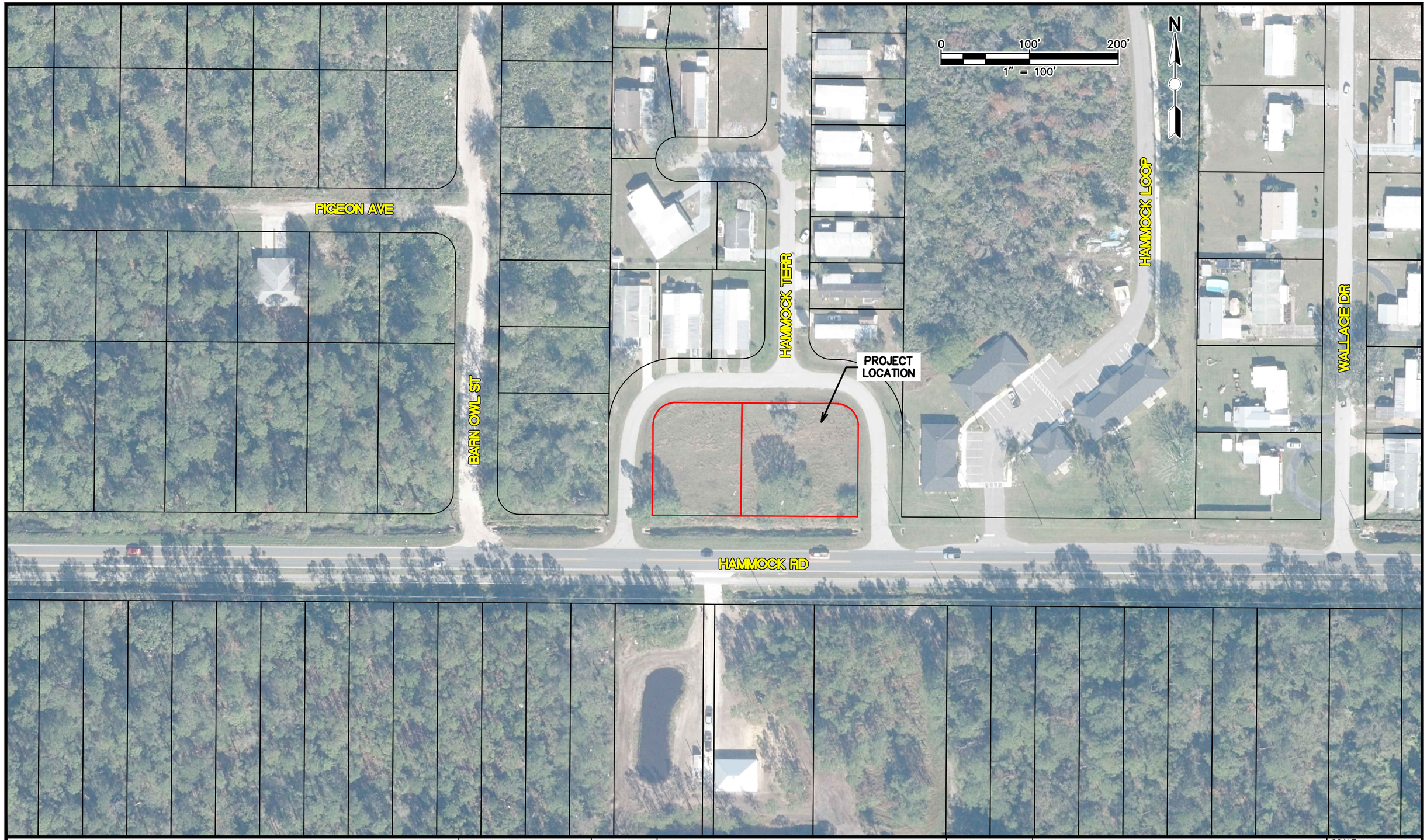
Attached for your consideration and approval is the Plat Mylar for the Hammock Road Estates, which was prepared by SGIS, Inc. on behalf of the owner SVR Investments, LLC. The land subdivision process has been completed for this portion of property located at 2420 and 2460 Hammock Road, Sebring, FL 33872, as outlined in Chapter 12, Article 4 of the Highlands County Code of Ordinances Land Development Regulations.

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

RECOMMENDED ACTION

Move to approve and execute the plat of Hammock Road Estates for recordation.

Attachments: Hammock Road Estates_Location Map-11x17.pdf
Hammock Road Estates Plat.pdf



REVISIONS			STATUS
DATE	BY	DESCRIPTION	FOR INFORMATION

G:\PROJECTS\Other Projects\Hammock Road Estates\Hammock Road Estates_Location Map.dwg, 11x17, Mahoney, Stacey Colors As Black Except Gray Colors.ctb

DESIGNED BY: J.D. LANGFORD, JR., P.E.
DRAWN BY: STACEY MAHONEY
CHECKED BY: J.D. LANGFORD, JR., P.E.
IN CHARGE: J.D. LANGFORD, JR., P.E.
DATE: 7/6/2023

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

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

COUNTY OF HIGHLANDS 1921 STATE OF FLORIDA

HAMMOCK ROAD ESTATES
LOCATION MAP

SCALE:
HORIZ. 1"=100'
VERT. N/A

PROJECT NO. N/A | REV. 0

SHEET 1 OF 1

HAMMOCK ROAD ESTATES

A REPLAT OF BLOCK 1, HAMMOCK TERRACE
PLAT BOOK 12, PAGE 16
SECTION 35, TOWNSHIP 34 SOUTH, RANGE 28 EAST
HIGHLANDS COUNTY, FLORIDA

PLAT BOOK_____ PAGE_____
SHEET 1 OF 1

LEGAL DESCRIPTION

TRACT A, BLOCK 1, HAMMOCK TERRACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 16, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

TRACT B, BLOCK 1, HAMMOCK TERRACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 16, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

DEDICATION

STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOWN ALL MEN BY THESE PRESENTS, THAT SVR INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED HAMMOCK ROAD ESTATES DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE PURPOSES AND USES EXPRESSED AND MORE SPECIFICALLY DEDICATES:

TO HIGHLANDS COUNTY, FLORIDA, A PERMANENT EASEMENT ON, OVER, THROUGH AND BENEATH THE 20 DRAINAGE AND UTILITY EASEMENT, AS IDENTIFIED ON THIS PLAT, FOR PUBLIC DRAINAGE PURPOSES, TOGETHER WITH THE RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, LOCATE, LAY, OPERATE, MAINTAIN, INSPECT, ALTER, IMPROVE, AUGMENT, REMOVE, REPAIR, REBUILD AND/OR REPLACE DRAINAGE IMPROVEMENTS, PIPES, FIXTURES AND APPLIANCES, PUBLIC UTILITY EQUIPMENT AND RELATED FACILITIES, AND/OR FOR ANY AND ALL OTHER PURPOSES THAT THE COUNTY, IN ITS SOLE DISCRETION, DEEMS NECESSARY, DESIRABLE AND/OR APPROPRIATE AND IN ORDER TO ENSURE PROPER DRAINAGE IN THE EASEMENT AREA AND PROPER MAINTENANCE AND USE OF ITS FACILITIES AND IMPROVEMENTS, CONSISTENT HEREWITH, AND/OR THE RIGHT OF INGRESS AND EGRESS, OVER, ACROSS AND BENEATH THE EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN.

WITNESS
SIGNED NAME: _____
PRINTED NAME: _____

WITNESS
SIGNED NAME: _____
PRINTED NAME: _____

SVR, INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

_____
STEPHEN V. RALEIGH
TITLE: _____
DATE: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION OF_____ AS STEPHEN V. RALEIGH, OF SVR INVESTMENTS, LLC, WHO PERSONALLY SWORE OR AFFIRMED THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS AGREEMENT AND THEREBY BIND THE COMPANY, AND WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO DID/DID NOT TAKE AN OATH THIS _____DAY OF_____, 2023.

_____
NOTARY PUBLIC

PRINT NAME: _____ (STAMP)

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISIONERS

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA HAS OFFICIALLY APPROVED THIS PLAT FOR RECORDING THIS____ DAY OF_____ A.D. 2023.

SIGNED_____CHAIRMAN OF THE BOARD

ATTEST_____CLERK OF THE BOARD

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

_____ _____
J.D. LANGFORD, P.E. COUNTY ENGINEER DATE

CERTIFICATE OF APPROVAL BY DEVELOPMENT SERVICES DIRECTOR

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

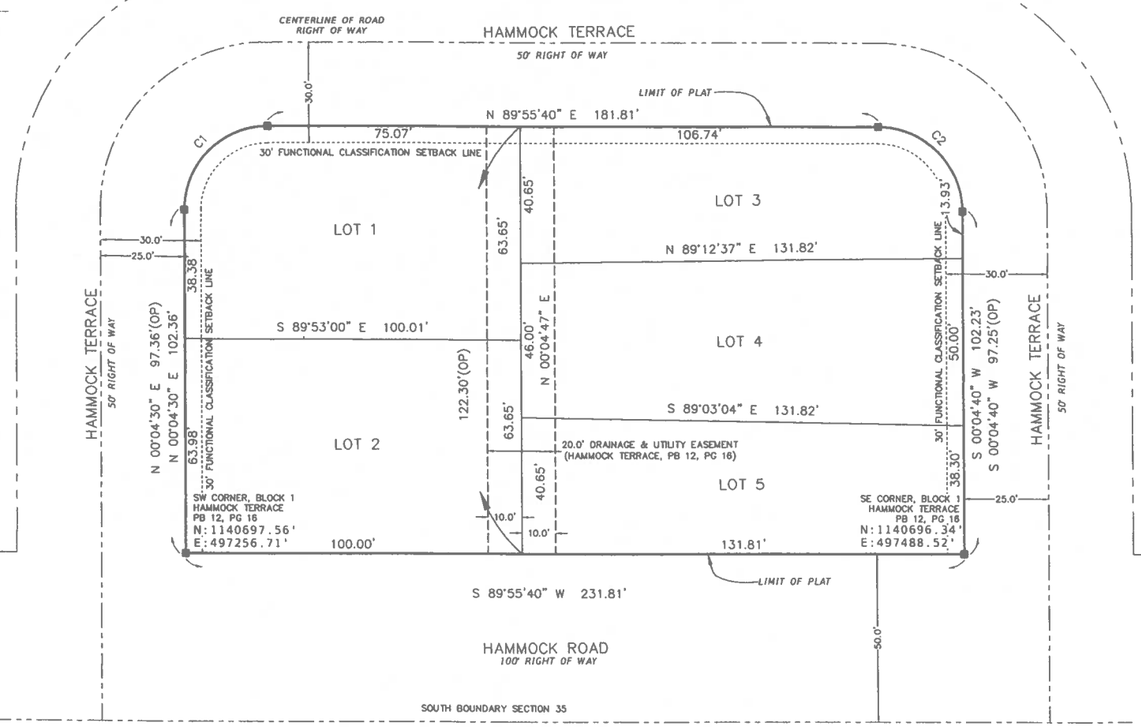
_____ _____
LEAH SAULS DEVELOPMENT SERVICES DIRECTOR DATE

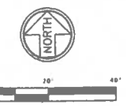
CERTIFICATE OF APPROVAL BY SURVEYOR FOR COUNTY

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

_____ _____
RALPH WHISLER, III, PLS COUNTY SURVEYOR DATE APPROVED
FLORIDA REGISTRATION NUMBER 5248





FLOOD NOTE:
PROPERTY LIES IN FLOOD ZONE UNSHADED "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD, PER FEDERAL EMERGENCY MANAGEMENT (FEMA) FLOOD INSURANCE RATE MAP NUMBER 12055C0226C, WITH AN EFFECTIVE DATE OF NOVEMBER 18, 2015.

ABBREVIATION LEGEND

AC	=	AIR CONDITIONER
C	=	CALCULATED
CONC	=	CONCRETE
D	=	DEED OR DESCRIPTION
E	=	EASTING
F	=	FIELD INFORMATION OR MEASUREMENT
FCM	=	FOUND CONCRETE MONUMENT
FIR	=	FOUND IRON ROD NO ID
FIP	=	FOUND IRON PIPE
FIRC	=	FOUND IRON ROD AND CAP
FND	=	FOUND NAIL AND DISK
FPKND	=	FOUND "PK" NAIL AND DISK
GA	=	GUY ANCHOR
MES	=	MITRED END SECTION
N	=	NORTHING
OP	=	ORIGINAL PLAT OF HAMMOCK TERRACE (PB 12, PG 16)
ORB	=	OFFICIAL RECORDS BOOK
O/A	=	OVERALL
P	=	PLATTED INFORMATION OR DIMENSION
PG	=	PAGE
PKND	=	"PK" NAIL AND DISK
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
POL	=	POINT ON LINE
SND	=	SET NAIL DISK
WUP	=	WOOD UTILITY POLE
Z	=	ELEVATION

■ = SIRC "LB 8174 PRM" (REPLACED FIRC 1/2" PSM 3945)

CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

_____ _____
SHERRY G. SUTPHEN, COUNTY ATTORNEY DATE

CERTIFICATE OF CLERK

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, JEROME N. KASZUBOWSKI, 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 RECORDING OF MAPS AND PLATS, AND THIS DAY FILED THE SAME FOR RECORDING IN BOOK _____ OF PLATS AT PAGE ____ OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

WITNESS MY HAND AND OFFICIAL SEAL AT SEBRING, HIGHLANDS COUNTY, FLORIDA, THIS ____ DAY OF _____ A.D. 2023.

_____ CLERK OF THE CIRCUIT COURT

(SEAL)

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	39.21'	25.00'	89°51'10"	N 45°00'05" E	35.31'
C2	39.34'	25.00'	90°09'00"	N 44°59'50" W	35.40'

SURVEYOR'S NOTES
1.) THE BEARINGS SHOWN HEREON ARE BASED ON SOUTH LOT LINE BEING S 89°55'40" W, PER PLAT OF HAMMOCK TERRACE.
2.) COORDINATES SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD 83/2011) PROJECTED IN THE FLORIDA STATE PLANE EAST ZONE.
3.) ALL DIMENSIONS WERE FIELD MEASURED UNLESS OTHERWISE NOTED. UNIT OF MEASURE IS THE U.S. SURVEY FOOT.
4.) PRINTED DIMENSIONS TAKE PRECEDENT OVER SCALED DIMENSIONS AS THE SCALE OF THIS SURVEY CAN CHANGE WITH REPRODUCTION.
5.) SUBJECT PROPERTY IS SERVICED BY PUBLIC WATER AND SEWER SYSTEMS.
6.) PLAT PREPARED 09/06/2022.
7.) SUBJECT PROPERTY IS OWNED BY A PRIVATE ENTITY.
8.) DUE TO A SCRIVENERS ERROR, MISCALCULATION OR OTHERWISE, THE DISTANCES ALONG THE EAST AND WEST BOUNDARIES OF BLOCK 1 AS SHOWN ON THE ORIGINAL PLAT OF HAMMOCK TERRACE, PB 12, PG 16, ARE INCORRECT, THE DISCREPANCIES ARE SHOWN HEREON AS INDICATED.

PLAT NOTES
1.) OWNER: SVR INVESTMENTS, LLC
2135 MAYFAIR WAY, TITUSVILLE, FL
508-280-5678
2.) PROJECT AREA: 29,240 SQUARE FEET, 0.671 ACRES
3.) PROPOSED NUMBER OF LOTS: 5
4.) EXISTING PROPERTY USE: VACANT
5.) EXISTING ZONING: MI
6.) FUTURE LAND USE: RM
7.) WATER AND SEWER PROVIDER: CITY OF SEBRING
8.) MINIMUM LOT AREA: 5000 SQUARE FEET
9.) THERE ARE NO EXISTING BUILDINGS, CULVERTS, EASEMENTS, BOUNDARIES OF INCORPORATED AREAS, LAKES, STREETS, WATER COURSES OR WATER MAINS EXCEPT AS SHOWN OR NOTED. ALL LOTS MEET THE MINIMUM SQUARE FOOTAGE AND ROAD FRONTAGE ALLOWED BY THE CURRENT ZONING CLASSIFICATION.
10.) HIGHLANDS COUNTY TAX PARCEL IDS: C-35-34-28-060-0010-00A0, C-35-34-28-060-0010-00B0

NOTICE:

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

SURVEYOR'S STATEMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY STATE THAT THIS PLAT OF "HAMMOCK ROAD ESTATES" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT ALL PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET. SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

_____ _____
WILLIAM M. PYLE, JR. DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER: 6993
SOS, INC.
LICENSED BUSINESS NUMBER: 8174
4479 U.S. 27 S
SEBRING, FL 33870
863.402.1619

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Aug 18, 2023

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of JAG-Local Grant Application FY 23-24.**

STATEMENT OF ISSUE

The Highlands County Sheriff's Office seeks Board approval for a grant to continue the work of the Behavioral Health Court Deferred Prosecution Program in the amount of $19,572. This grant funds work done by Tri-County Human Services, Inc. to divert mentally ill defendants away from jails and into community-based mental health treatment with judicial oversight. There is no match required

RECOMMENDED ACTION

Move to approve the JAG Local Grant Application FY 23-24.

FISCAL IMPACT

There is no fiscal impact to FY22-23. This grant will be in the Adopted Budget for FY23-24, therefore there will be no fiscal impact.

Attachments: Sheriff JAG-Local Grant Package2.pdf

Standard Applicant Information

Project Information

Project Title

BEHAVIORAL HEALTH DEFERRED PROSECUTION PROGRAM

Proposed Project Start Date

10/1/23

Proposed Project End Date

9/30/24

Federal Estimated Funding (Federal Share)

19572.0

Applicant Estimated Funding (Non-Federal Share)

0.0

Program Income Estimated Funding

0.0

Total Estimated Funding

19572.0

Areas Affected by Project (Cities, Counties, States, etc.)

No items

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

—

Type of Applicant 3: Select Applicant Type:

___

Other (specify):

___

Application Submitter Contact Information

Application POC Prefix Name

Ms.

Application POC First Name	Application POC Middle Name	Application POC Last Name
ANGELA	MARIE	BOLLINGER

Application POC Suffix Name

___

Organizational Affiliation	Title	Email ID
HIGHLANDS COUNTY SHERIFF'S OFFICE	BUDGET MANAGER	abollinger@highlandssheriff.org

Phone Number	Fax Number
863-402-7215	863-402-7296

ORINumber

___

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

b. Program is subject to E.O. 12372 but has not been selected by the State for review

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (3)

Name	Date Added
Form SF424_4_0-V4.0.pdf	7/27/23

Name	Date Added
Form SFLLL_2_0-V2.0.pdf	7/27/23

Name	Date Added
GrantApplication.xml	7/27/23

Authorized Representative

Authorized Representative Information

Prefix Name

Ms.

First Name	Middle Name	Last Name	Suffix Name
Angela	Marie	Bollinger	——

Title

Budget Manager

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

HIGHLANDS COUNTY FLORIDA

Doing Business As

UEI

DVGCMAE96DX5

Legal Addess

Street 1

600 S COMMERCE AVE

Street 2

City	State	Zip/Postal Code
SEBRING	FL	33870

CongressionalDistrict	Country
17	USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

Angela Bollinger

Certification Date / Time

07/27/2023 10:44 AM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

a. Contact your Entity Administrator.

b. Contact the System for Award Management (SAM.gov) to update the entity legal

name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract *

No summary has been provided for Proposal Abstract

Proposal Narrative

Name	Category	Created by	Application Number
PROPOSAL NARRATIVE.pdf	Proposal Narrative	Angela Bollinger	——

Date Added
7/27/2023 10:48 AM

Budget and Associated Documentation

Budget Summary

Budget / Financial Attachments

Budget Worksheet and Budget Narrative *

Name	Category	Created by	Application Number
EXECUTIVE COMPENSATIO	Budget Worksheet and	Angela Bollinger	——

COMPENSATIOI PROCESS.pdf	Worksheet and Budget Narrative (attachment)	**Date Added** 7/27/2023 10:55 AM

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Financial Management Questionnaire (Including applicant disclosure of high-risk status) *

Name	Category	Created by	Application Number / Date Added
FinancialCapabili	Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)	Angela Bollinger	—— **Date Added** 7/27/2023 10:59 AM

Disclosure of Process Related to Executive Compensation

No documents have been uploaded for Disclosure of Process Related to Executive Compensation

Additional Attachments

Name	Category	Created by	Application Number / Date Added
BUDGET DETAIL NARRATIVE.pdf	Budget Other	Angela Bollinger	—— **Date Added** 7/27/2023 11:44 AM

Name	Category	Created by	Application Number / Date Added
Sample BudgetDetailWor FY 22.pdf	Budget Other	Angela Bollinger	—— **Date Added** 7/27/2023 11:43 AM

Budget and Associated Documentation

	Year 1	Total
Personnel		$0.00
Fringe Benefits		$0.00
Travel		$0.00
Equipment		$0.00
Supplies		$0.00
Construction		$0.00
SubAwards		$0.00
Procurement Contracts		$0.00
Other Costs		$0.00
Total Direct Costs		$0.00
Indirect Costs		$0.00
Total Project Costs		$0.00

Total Project Cost Breakdown

	Total	Percentage

Federal Funds	____	____
Match Amount	____	____
Program Income Amount	____	____

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES? ____

Additional Application Components

Research and Evaluation Independence and Integrity Statement

No documents have been uploaded for Research and Evaluation Independence and Integrity Statement

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

Disclosure of Lobbying Activities

Name	Category	Created by	Application Number
Form SFLLL_2_0-V2.0.pdf	LobbyingActivitiesDisclosure	____	____

Disclosure of Duplication in Cost Items

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

DOJ Certified Standard Assurances *

OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54

U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will

maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Signed

SignerID

abollinger@highlandssheriff.org

Signing Date / Time

7/27/23 11:47 AM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing *

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO .

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Certified

SignerID

abollinger@highlandssheriff.org

Signing Date / Time

Signing Date / Time

7/27/23 11:49 AM

Other Disclosures and Assurances

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.

2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of

the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is

accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.

3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge *

Signed

SignerID

abollinger@highlandssheriff.org

Signing Date / Time

7/27/23 11:50 AM

Other

No documents have been uploaded for Other

Not Certified

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER:	**Tanya Cannady, Business Services Director**
SUBJECT/TITLE:	**Request approval of the Recreation Interlocal Agreement between Highlands County, Florida and the City of Sebring for Operation and Maintenance of the Recreational Facilities**

STATEMENT OF ISSUE

The Board of County Commissioners (BCC) approved on September 20, 2022 a total of $330,000 for FY 22/23 recreation reimbursements for the municipalities: $110,000 for Sebring, $110,000 for Avon Park and $110,000 for Lake Placid.

Now, we are bringing before the Board the Recreation Interlocal for the City of Sebring.

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County, Florida and the City of Sebring for Operation and Maintenance of the Recreational Facilities.

FISCAL IMPACT

There is a fiscal impact of $110,000, as this Recreation Interlocal Agreement was approved in the Adopted Budget for FY 22/23 to be reimbursed.

Attachments: Sebring Rec Interlocal FY23 8.15.23.pdf

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

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Interlocal Agreement") is made by and between the CITY OF SEBRING, 368 South Commerce Avenue, Sebring, FL 33870, hereinafter referred to as the "CITY", and HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY".

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Terms.

A. The CITY maintains public recreation facilities located in the incorporated area of the CITY. Those recreational facilities are used by residents of the COUNTY, many of whom are not residents of the CITY. The CITY has requested that the COUNTY assist the CITY in providing the funding required to operate and maintain the public recreation facilities listed on Exhibit "A" to this Agreement during its fiscal year ending September 30, 2023.

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

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

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

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

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

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

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

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

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

10. Indemnification and Sovereign Immunity.

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

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

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

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

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

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

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

CITY: CITY of SEBRING
Attention: City Administrator
368 South Commerce Avenue
Sebring, Florida 33870

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

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

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

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

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

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

(Signatures on following page)

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

DATED this _____ day of _____, 2023.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: _____
Chris Campbell, Chairperson

Attest:

_____
Jerome Kaszubowski, Clerk

DATED this 1st day of August, 2023

CITY OF SEBRING

By: _____
Lenard Carlisle, Council President

Attest:

_____
Kathy Haley, City Clerk

CITY OF SEBRING CORPORATE SEAL FLORIDA

EXHIBIT “A”

City of Sebring Recreation Facilities – Recreation Interlocal Agreement

Max Long

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

Pier Beach

Charlie Brown Park

Skateboard Park

Veteran’s Beach

Horseshoe Park

City Hall Tennis Courts

CITY OF SEBRING MAX LONG RECREATION CENTER ESTIMATED TOTAL COST FY 22-23				
FIELD	*FIELD SIZE*	*AGE OF USERS*	*GRASS*	*COST PER YEAR*
BASEBALL #1	300 ft	Senior 13-14	Bermuda-419	$ 30,563.88
BASEBALL #2	200 ft	Youth 6-12	Bermuda-Celebration	$ 29,153.74
BASEBALL #3	300 ft	Senior 13-14	Bermuda-419	$ 30,563.89
BASEBALL #4	200 ft	Youth 6-12	Bermuda-Celebration	$ 29,153.74
BASEBALL #5	300 ft	Youth 6-14	Bermuda-419	$ 30,563.88
BASEBALL #6	300 ft	Youth 6-14	Bermuda-419	$ 30,563.88
T-BALL #1	80-100 ft	Child 4-6	Bermuda-419	$ 29,623.80
SOFTBALL #1	200 ft	Girls Youth	Bermuda-419	$ 30,563.88
SOFTBALL #2	200 ft	Girls Youth	Bermuda-419	$ 30,563.88
SOCCER #1		All	Bermuda-Celebration	$ 31,938.29
COMMON AREAS		0	Bermuda & Bahia	$ 6,425.32
TOTAL ESTIMATED COST-MAX LONG				**$ 309,678.18**

CITY OF SEBRING PARKS & BEACHES ESTIMATED TOTAL COST	
	COST PER YEAR
PIER BEACH	$ 20,151.40
CHARLIE BROWN PARK	$ 14,422.14
SKATEBOARD PARK	$ 5,307.97
VETERANS BEACH	$ 42,630.91
HORSESHOE PARK	$ 3,129.22
CITY HALL TENNIS COURTS	$ 1,985.69
TOTAL ESTIMATED COST-PARKS & BEACHES	**$ 87,627.33**

CITY OF SEBRING ESTIMATED TOTAL COST	
	COST PER YEAR
TOTAL ESTIMATED COST- MAX LONG	$ 309,678.18
TOTAL ESTIMATED COST-PARKS & BEACHES	$ 87,627.33
TOTAL CITY OF SEBRING ESTIMATED COST	**$ 397,305.51**

CITY OF SEBRING
MAX LONG RECREATION CENTER
ESTIMATED TOTAL COST FY 22-23

		COST PER YEAR
BASEBALL #1	$	30,563.88
BASEBALL #2	$	29,153.74
BASEBALL #3	$	30,563.89
BASEBALL #4	$	29,153.74
BASEBALL #5	$	30,563.88
BASEBALL #6	$	30,563.88
T-BALL #1	$	29,623.80
SOFTBALL #1	$	30,563.88
SOFTBALL #2	$	30,563.88
SOCCER #1	$	31,938.29
COMMON AREAS	$	6,425.32
TOTAL ESTIMATED COST	**$**	**309,678.18**

MAX LONG RECREATION CENTER
ESTIMATED REPAIR, MAINTENANCE, AND OPERATING COSTS

JOB DESCRIPTION	*COST PER MONTH*	*COST PER YEAR*
TRASH COLLECTION	$ 303.32	$ 3,639.84
UTILITIES	$ 4,549.83	$ 54,597.97
INSURANCE	$ 333.65	$ 4,003.75
REPAIR & MAINT - CONTRACTS, IRRIGATION, PLAYGROUND, FENCE, NETTING, JANITORIAL, ETC.	$ 1,455.94	$ 17,471.22
OPERATING SUPPLIES	$ 1,304.27	$ 15,651.24
OPERATING - MARKING PAINT	$ 236.60	$ 2,839.17
UNIFORMS	$ 26.68	$ 320.19
GAS AND OIL	$ 400.38	$ 4,804.56
CHEMICALS/FERTILIZER	$ 1,213.29	$ 14,559.49
CLAY	$ 87.35	$ 1,048.16
LANDSCAPING		AS NEEDED
TOTAL REPAIR, MAINT, AND OPERATING COST EST	**$ 9,911.30**	**$ 118,935.58**

MAX LONG RECREATION CENTER
ESTIMATED WAGES AND BENEFIT COSTS

		COST PER YEAR
BASEBALL #1	$	18,658.68
BASEBALL #2	$	17,248.54
BASEBALL #3	$	18,658.68
BASEBALL #4	$	17,248.54
BASEBALL #5	$	18,658.68
BASEBALL #6	$	18,658.68
T-BALL #1	$	17,718.58
SOFTBALL #1	$	18,658.68
SOFTBALL #2	$	18,658.68
SOCCER #1	$	20,149.54
COMMON AREAS	$	6,425.32
TOTAL WAGES AND BENEFIT COST ESTIMATE	**$**	**190,742.60**

CITY OF SEBRING PARKS & BEACHES ESTIMATED TOTAL COST FY 22-23		
		COST PER YEAR
PIER BEACH	$	20,151.40
CHARLIE BROWN PARK	$	14,422.14
SKATEBOARD PARK	$	5,307.97
VETERANS BEACH	$	42,630.91
HORSESHOE PARK	$	3,129.22
CITY HALL TENNIS COURTS	$	1,985.69
TOTAL REPAIR, MAINT, AND OPERATING COST ESTIMATE	**$**	**87,627.33**

PARKS & BEACHES ESTIMATED REPAIR, MAINTENANCE, AND OPERATING COSTS		
		COST PER YEAR
PIER BEACH	$	8,293.55
CHARLIE BROWN PARK	$	3,376.88
SKATEBOARD PARK	$	2,765.69
VETERANS BEACH	$	19,633.41
HORSESHOE PARK	$	2,025.58
CITY HALL TENNIS COURTS	$	774.68
TOTAL REPAIR, MAINT, AND OPERATING COST ESTIMATE	**$**	**36,869.79**

PARKS & BEACHES ESTIMATED WAGES AND BENEFIT COSTS		
		COST PER YEAR
PIER BEACH	$	11,857.85
CHARLIE BROWN PARK	$	11,045.26
SKATEBOARD PARK	$	2,542.28
VETERANS BEACH	$	22,997.50
HORSESHOE PARK	$	1,103.64
CITY HALL TENNIS COURTS	$	1,211.01
TOTAL WAGES AND BENEFIT COST ESTIMATE	**$**	**50,757.54**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER:	**Jackie Gabrus, CGFM, Accounting Manager, Highlands County Clerk of Courts**
SUBJECT/TITLE:	**Request approval to accept into the record the Court-related and Other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter Ended June 30, 2023.**

STATEMENT OF ISSUE

This summary report is being provided in accordance with section 318.18(13) and 939.185 Florida Statutes, and Section 2.5 and 2.8 of the Highlands County Code of Ordinances.

RECOMMENDED ACTION

Move to accept into the record the Court-related and Other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter Ended June 30, 2023.

Attachments: FY 2023 Court-Related and Other Misc Funds Memo June 2023.pdf

Jerome Kaszubowski
Clerk of Circuit Court & Comptroller
Highlands County, Florida

CLERK OF CIRCUIT COURT
CLERK OF COUNTY COURT
COUNTY AUDITOR
COUNTY RECORDER
CLERK TO THE BOARD OF COUNTY COMMISSIONERS

590 S COMMERCE AVE
SEBRING FL 33870-3867
PHONE (863) 402-6565
FAX (863) 402-6768

MEMORANDUM

Date: **August 15, 2023**

To: **Highlands County Board of County Commissioners**

From: **Sally B. Hood, Accounting and Finance Director**
Highlands County Clerk of Courts

Subject: **Court-Related and Other Miscellaneous Funds Revenue and Expenditures for the Board of County Commissioners**

Following is a summary of various court-related and other miscellaneous funds revenue and expenditures for April through June 2023.

Fund	Reference	Quarterly Revenues	Quarterly Expenditures	Fiscal Year Expenditure Budget Balance
122	E911 Operations Fund	$ 607,532.15(a)	$ 932,972.91	$ 455,365.05
131	Intergovernmental Radio Communications Fund	18,859.20	0.00	0.00
140	Law Enforcement Education Trust Fund (Ord. No. 98-16 and 98-17)	5,600.62	0.00	0.00
149	Dori Slosberg Driver Education Safety Act (Ord. No. 02-03-2 and 10-11-03)	5,394.23	0.00	27,500.00
176	State Court Facilities Trust Fund (F.S. 318.18 and Ord. No. 02-03-23)	31,536.32	55,219.54	127,264.74
177	Court Innovations (F.S. 939.185 and Ord. No.03-04-23)	5,059.09	0.00	50,400.00
177A	Law Library (F.S. 939.185 and Ord. No.03-04-23)	4,920.17	4,920.17	9,422.13
177B	Legal Aid Program (F.S. 939.185 and Ord. No.03-04-23)	4,916.52	9,564.48	25,564.04
177C	Juvenile Alternative Program (F.S. 939.185 and Ord. No.03-04-23)	4,961.29	0.00	24,900.00
160	Teen Court – F.S. 939.19(5) (Clerk Fund)	4,109.21	3,515.72	N/A

(a) Revenues received from the state lag 2-3 months.

Please contact our office if you need additional information.

Thank you.

cc: Jerome Kaszubowski, Clerk of Courts
Laurie Hurner, County Administrator
Nicholas Sawyer, Deputy County Administrator/Chief of Staff
David Ontermaa, Senior Director of Court Services
Paul Blackman, Sheriff
Garrett Roberts, General Counsel, Sheriff's Office

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **Request authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located 5378 Pebble Beach Drive, Unit 1, Sebring, Florida, 33872.**

STATEMENT OF ISSUE

The purpose of the Corrective County Deed is to release any and all reservations or rights to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, by virtue of Florida Statutes, Section 270.11, in and to the real property located at 5378 Pebble Beach Drive, Unit 1, Sebring, Florida, 33872, for which ownership was originally transferred under that County Deed recorded in Official Record Book 2819, Page 969, of the public records of Highlands County, Florida.

This Corrective County Deed was requested by the title company as part of a subsequent sale of the property. This property was originally sold by the County after it had taken ownership by Tax Deed and there was no intention that mineral, or any other subsurface rights would be reserved.

RECOMMENDED ACTION

Move to authorize for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located at 5378 Pebble Beach Drive, Unit 1, Sebring, Florida, 33872.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Corrective_County_Deed.Martin Tomas.TD2022.SGS.pdf

Prepared By:
Sherry G. Sutphen, County Attorney
Highlands County
600 South Commerce Ave.
Sebring, FL 33870
(863) 402-6501

Return To:
Donna Howerton
Southridge Abstract & Title Co.
211 S. Ridgewood Drive
Sebring, FL 33870

CORRECTIVE COUNTY DEED[1]

THIS CORRECTIVE COUNTY DEED, made by Highlands County, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter "Grantor", and Martin Tomas Belton Sgro, whose mailing address is 401 SW 4th Ave., Fort Lauderdale, Florida 33315, hereinafter "Grantee". (Wherever used herein the terms "Grantor" and "Grantee" shall include all heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, the Grantor, for and in consideration of the sum of $10.00, in hand paid to said Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to said Grantee forever, all the right, title, interest and claim which said Grantor has to the following described lot, piece or parcel of land, situate, lying and being in the County of Highlands, State of Florida, to wit:

> LOT 3, BLOCK 757, SUN N LAKE ESTATES OF SEBRING, UNIT 16 REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15 PAGE 61, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.
> PARCEL #C-04-34-28-161-7570-0030

TOGETHER with all tenements, hereditaments and appurtenances thereto and releasing any and all right and/or reservation of any kind to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, in and to the real property described herein, by virtue of Florida Statutes, Section 270.11.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed this day of _____, 2023, in its name by the Chairman of the Board of County Commissioners.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

[1] This Corrective County Deed is being recorded for the sole purpose of releasing any and all reservations or rights to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, by virtue of Florida Statutes, Section 270.11, in and to the real property described herein for which ownership was transferred under that County Deed recorded in Official Record Book 2819, Page 969, of the public records of Highlands County, Florida.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the June 30, 2023 Special Meeting of the Board.**

RECOMMENDED ACTION

Move approval of the minutes from the June 30, 2023 Special Meeting of the Board.

Attachments: 063023SPECIAL.pdf

SPECIAL MEETING OF THE BOARD, JUNE 30, 2023

1. Vice-Chairman Kevin J. Roberts called the meeting to order at 2:00 p.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

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

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

County Attorney Sherry G. Sutphen and Commissioner Chris Campbell appeared by video/telephone.

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

2. INVOCATION

The meeting opened with a prayer led by Vice-Chairman Kevin J. Roberts.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Scott A. Kirouac.

4. PUBLIC HEARING

A. Public hearing to consider the adoption of an additional 1% to the Tourist Development Tax collection, increasing the total collections to 5%.

Leah Sauls, Development Services Director, and Casey Hartt, Lead Marketing Consultant, presented. Ms. Hartt gave a brief presentation on the Tourist Development Tax (TDT) and summary of the Tourist Development Council (TDC). This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Sauls and Ms. Hartt addressed questions and concerns raised by Commissioner Tuck and Commissioner Elwell.

Commissioner Campbell stated the TDC was in agreement at the last TDC meeting that any facility or expansion would need to have a maintenance component and stated this was brought up several times with the current situation of the sports complex. Commissioner Campbell reminded everyone the Board of County Commissioners approves the TDC budget and stated the 5th penny can be allowed to be used for marketing and advertising for the current hotels, restaurants, and retailers. Regarding the referendum, Commissioner Campbell stated this item was already on the radar with the TDC before the governor passed it, and expressed he was elected to make a decision and not put it off because of a referendum. Commissioner Campbell also stated this public hearing was rescheduled today because it was not properly advertised for the June 20, 2023 meeting.

Commissioner Kirouac concurred with Commissioner Campbell's comments and expressed his concerns.

Vice-Chairman Roberts commended the TDC and expressed his concerns.

Ms. Hartt, Ms. Sauls, the County Administrator, and Deputy County Administrator addressed questions and concerns raised by the Commission.

Vice-Chairman Roberts opened the floor for public comment. Input was received by Christine Hatfield and Cindy Garren.

After further discussion, Commissioner Kirouac moved approval to adopt by Ordinance No. 22-23-24, increasing the Tourist Development Tax collections for Highlands County by 1%, increasing the total Tourist Development Tax to 5%. Commissioner Campbell seconded the motion.

Commissioner Tuck questioned if the motion should include every year for maintenance. Ms. Sauls stated the budget would come before the Board each year for approval. Commissioner Elwell stated he understands what Commissioner Tuck is requesting as part of the motion, including "up to $200,000 in maintenance every year".

Vice-Chairman Roberts questioned if Commissioner Kirouac would like to change his motion to include Commissioner Tuck's request. Commissioner Kirouac stated he would like to stay with his original motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Tuck, who voted nay. The motion carried. ***See Ordinance Book 20, Proof of Publication file & SMB 152 Page 115.***

Break: 3:40 p.m. – 3:43 p.m.

B. Public hearing to consider adoption of Ordinance No. 22-23-27, extending the moratorium of Impact Fees in Highlands County for up to one year from the date of adoption.

Leah Sauls, Development Services Director, and Clinton Howerton, Jr., Critical Infrastructure Director, presented. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Vice-Chairman Roberts stated he spoke with the County Attorney and County Administrator and questioned if it was permissible to extend the moratorium for eighteen (18) months to give the county a chance to receive a study and have it thoroughly vetted by staff. County Attorney Sherry G. Sutphen concurred the eighteen (18) months would be an appropriate extension over the twelve (12) months. Melony Culpepper, Assistant Development Services Director, expressed her concerns.

Ms. Sutphen and Ms. Hurner addressed questions and concerns raised by the Commission and Ms. Culpepper.

Vice-Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Elwell moved approval to adopt by Ordinance No. 22-23-27, extending the moratorium of Impact Fees in Highlands County for eighteen months from the date of adoption, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 20, Proof of Publication file & SMB 152 Page 116.***

Vice-Chairman Roberts commended Clinton "Gator" Howerton, Jr. on his receiving the title as President of the Florida Association of Counties County Engineer and Roads Superintendent for the upcoming fiscal year. The Commission and county staff applauded Mr. Howerton for receiving this honor.

5. ADJOURN

Commissioner Kirouac moved to adjourn the Special Meeting of the Board.

Vice-Chairman Roberts called for those in favor. The ayes have it and the motion carries.

The meeting was adjourned at 3:59 p.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Request appointment of one new regular voting member, Graham Huls, to the Historic Preservation Commission with his term to expire on June 23, 2026.**

STATEMENT OF ISSUE

Two alternate vacancies of the HPC have been advertised on the County's website since November 2022. During this time, one regular member, Barbara Belli, has resigned from the HPC, creating a vacancy of the original term set to expire on June 23, 2026. If appointed, Mr. Hul's would fill the remainder of this vacancy, who's existing four-year term is scheduled to expire on June 23, 2026.

The application for Mr. Huls is attached for your review and consideration.

RECOMMENDED ACTION

Move to appoint Graham Huls to the Historic Preservation Commission (HPC) as a regular voting member for a four-year term to expire June 23, 2026.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Graham Huls Application.pdf

Graham Huls Online Application

Name = Graham Huls
Address = 1542 Meadowbrook st
City = lake placid
State = Florida
Zip_Postal_Code = 33852
Phone = 5613960121
Email = highlandpinery@gmail.com
Request = Historic Preservation Commission
Membership Type = Regular Member
Current Employment Experience: = Retired
Previous Employment Experience: = Self employed as a land surveyor
High School = High School graduate Jupiter High School
College = College Palm Beach State College
Special Training: = Special Training electronics , anthropology, land surveying
Activities & Interest: = Archeology , Florida history
Current positions on boards, committees, elected offices, law enforcement positions: = previously on the Historic Preservation Board of Palm Beach County, Fla Central Florida Archeologic Society
Relation = No Relative
Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 66
Race: = White
Signature Certification: = Checked indicating Electronically Signed

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER: **Denise Williams, County Veterans Service Officer**

SUBJECT/TITLE: **Request appointment of William T. Moroney to the Veterans Advisory Board to finish the term of David Fearnley (Member-At-Large).**

STATEMENT OF ISSUE

On March 2, 2023, David Fearnley (Member-At-Large) resigned from the Veterans Advisory Board leaving vacancy. Mr. William T. Moroney submitted application for Veterans Advisory Board membership. Member veteran status approved by County Veteran Services Officer as required by Veterans Advisory Board By-Laws on May 4, 2023. Unanimous vote by members of Veterans Advisory Board to recommend appointment of Mr. William T. Moroney to fulfill term vacated by David Fearnley on July 6, 2023.

RECOMMENDED ACTION

Move to appoint William T. Moroney to finish the term of David Fearnley (Member-At-Large) whose term commenced November 2022. According to Veteran Advisory Board By-Laws, appointments are made for three years.

Attachments: VAB_MORONEY.pdf
07-2023 VAB Meeting minutes approved.pdf

May 4, 2023
Received

BILLMORUNEY49@comcast.net

APPLICATION

(To request appointment to the Veterans Services Advisory Board)

Name: WILLIAM T. MORONEY
Address: 2315 AVALON RD.
SEBRING, FL 33870
Phone: _____ **Cell Phone:** 863-273-4742

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 10-31-2014
Brief Description: _____
Previous: _____
Brief Description: _____

Education / Special Training

High School: GRADUATED SEBRING, HIGH 1967
College: TWO SEMESTER AT SO FL JUNIOR COLLEGE
Special training: _____

Activities and Interests:

WOOD TURNING

List any boards or committees to which you are currently appointed, elected offices held, or law enforcement positions held:

MEMBER DAV, PAST MEMBER VFW & AM. LEGION
CERTIFIED CORRECTIONS OFFICER FROM 6-98 TO 10-2014

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: 4-8-2023 Signature: William T. Moroney

BILLMORONEY49@comcast.net

May 4, 2023
Verified

APPLICATION

(To request appointment to the Veterans Services Advisory Board)

Name: WILLIAM T. MORONEY
Address: 2315 AVALON RD.
SEBRING, FL 33870
Phone: _____ **Cell Phone:** 863-273-4742

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 10-31-2014
Brief Description: _____
Previous: _____
Brief Description: _____

Education / Special Training

High School: GRADUATED SEBRING, HIGH 1967
College: TWO SEMESTER AT SO FL JUNIOR COLLEGE
Special training: _____

Activities and Interests:

WOOD TURNING

List any boards or committees to which you are currently appointed, elected offices held, or law enforcement positions held:

MEMBER DAV PAST MEMBER VFW & AM. LEGION
CERTIFIED CORRECTIONS OFFICER FROM 6-98 TO 10-2014

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: 4-8-2023 Signature: William T. Moroney

Highlands County
Veterans Advisory Board
Veteran Services Office
7209 South George Boulevard
Sebring, Florida 33875 -5847

Veterans Advisory Board Meeting Agenda: July 6, 2023

Call to Order:
Chairman Ken Kirk called the meeting to order at 3:31 pm.
Invocation: CVSO Denise Williams
Pledge of Allegiance: CVSO Denise Williams
Sunshine Law: Ingra Gardner, Director of Community Programs
Roll Call: Ingra Gardner, Director of Community Programs

Members Present: Chairman Ken Kirk, Art Bousquet, Charlie Martin, Jr., Adam Martin, Jim Van Dyke

Members Absent: Robert Brooks

Guests: Jim Burnhan (former Chairman), AVSO Stephanie Ridley, Bill Moroney, Ryan Hartwig

Non-Voting Members: CVSO Denise Williams, Community Programs Director Ingra Gardner
Non-Voting Members Absent: Commissioner Arlene Tuck (excused), VSS Michelle Rigterink

Approval of Minutes:
Mr. Charlie Martin made a motion to approve the April 6, 2023, minutes. Mr. Bousquet with a second, all in favor.

Old Business:
Chairman Ken Kirk welcomed new members, Jim Van Dyke and Adam C. Martin who were officially appointed by the HCBOCC on May 16, 2023.
Place of Peace
Place of Peace Gazebo Project. Community Programs Director inquired about scope of project and budget. Chairman Kirk stated that the project is to back up to the current Medal of Honor. VAB has provided a conceptual drawing to Lowe's and Home Depot. Members went outside to walk area of proposed project. Mr. Kirk stated a site plan will be developed. Area will be called Tranquility Park. The thought is a place for veterans to go out and relax. Considering an underground electric line to run the gazebo for possible use of lights or public address systems to be used during a ceremony.

Battle of the Bands, Inc. Ryan Hartwig, VP of Battle of the Bands, Inc. discussed Veterans Day events at the Fireman's Field.

New Business:
Reviewed VAB membership application submitted by William Moroney. Motion made to accept application for membership and make membership recommendation to Board of County Commissioners made by Jim Van Dyke. Seconded by Charlie Martin, Jr.
Discussion of participation in the "Veteran's Council of Highlands County" Awards Luncheon on October 17, 2023. To participate the VAB would have to nominate one of our Board members to be the "Veteran of the Year". Several VAB members would have to commit to attending the luncheon and sitting at the Veterans Advisory Board table. Member Arthur Bousquet stated that it is a good idea for the Advisory Board to have a table. Chairman Kirk advised members to think about who would be nominated. Chairman Kirk will ask for qualifications and tell Veteran's Council that the Advisory Board wants a table.

Open Discussion:
Mr. Van Dyke asked if Veterans Administration could explain how travel pay works (and develop a platform). Mr. Martin Jr. states issues have been addressed in many states and nation…continued by stating it is a national issue. System they designed is not working. This is a very troubled system.

Discussion about community transportation system in Highlands County. Questions raised about the amount of vehicles in their fleet as veterans have been turned down for trip requests out of town to VA Clinics.

CVSO Williams informed all that the Ribbon Cutting for the Medal of Honor is March 2024.

Closing Remarks:
Next meeting scheduled Thursday, August 3rd, 2023, at 3:30. Chairman Kirk informed those present that he won't be at the meeting. Mr. Martin, Jr. (Vice-Chair) will be at the helm.

Adjournment:
Motion made to adjourn meeting made at 4:45 pm by Mr. Bousquet. Seconded by Mr. Van Dyke.

The next meeting will be Thursday, August 3rd, 2023, at 3:30 pm at the Veteran Services Office Conference Room.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER:	**Laney Stearns, Public Safety Director** **David Nitz, OMB Manager** **Valerie Fleeger, Senior Budget Analyst**
SUBJECT/TITLE:	**Public hearing to approve Resolution 22-23-156 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 assessment resolution, if approved will then authorize staff to set a public hearing date with the proposed assessment up to 7%.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-156 of the Highlands County Fire Protection Municipal Service Benefit Unit, pertaining to the re-imposition of the fire protection special assessment.

FISCAL IMPACT

If the fire assessment increases 7% for each of the 5 assessment categories, then the annual assessment revenue budget will increase $325,643 for fiscal 23/24. The current annual assessment budget is $6,689,084 and next year's estimated assessment budget will be $7,014,727 which is the Estimate Net Revenue of $7,383,923 from the attached Resolution at the 95% estimated collection rate.

Attachments: Fire Final e-tear_Affidavit Aug 1st.pdf
Resolution 22-23-156 FINAL Fire Assess.FY22-23.SGS Aug 15.docx

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

Case No. NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION ASSESSMENT

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 26, 2023

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Janet Emerson

Sworn to and subscribed before me this 27th day of July, 2023

by Janet Emerson, who is personally known to me.

Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555

Notary expires: July 26, 2026

NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION ASSESSMENT

Notice is hereby given that the Highlands County Board of County Commissioners on behalf of the Fire Protection Municipal Service Benefit Unit, will conduct a public hearing to consider re-imposition of the Fire Protection Assessment for the provision of fire protection services within the unincorporated boundaries of Highlands County and the Town of Lake Placid for the Fiscal Year beginning October 1, 2023.

The public hearing will be held at 9:00 a.m., or as soon thereafter as possible, on August 15, 2023, in the Board Chambers at the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring, Florida, 33870, for the purpose of receiving public comment on the proposed assessments. This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

All affected property owners have a right to appear at the hearing and to file written objections with Highlands County within 20 days of this notice. If a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6509 or by Florida Rely Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

The assessment for each parcel of property will be based upon each parcel's Property Use classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire services assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2023:

Fire Protection Assessment Rates

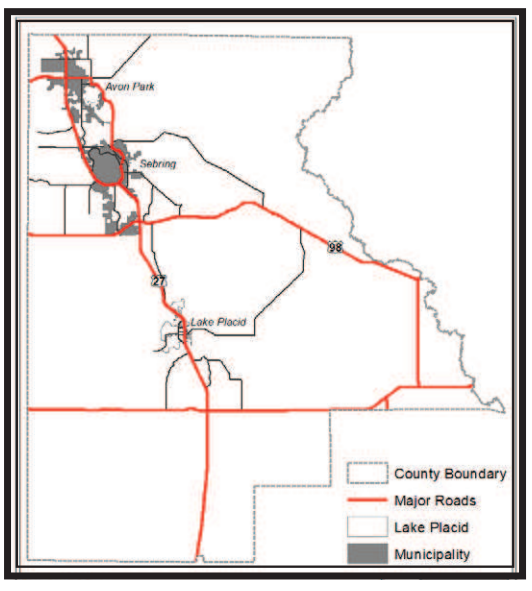
Residential Property Use Category	Rate Per Square Foot
Residential	$0.05610
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial	$0.08414
Industrial/Warehouse	$0.07209
Institutional	$0.08414
Land Property Use Category	**Rate Per Parcel**
Vacant Land	$28.83751

The above listed 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. Copies of the Fire Protection Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, and the Preliminary Rate Resolution are available for inspection at the City Administrator's office, located at City Hall, 368 South Commerce Avenue, Sebring, Florida.

Copies of the Fire Protection Assessment Ordinance, the Final Initial Assessment Resolution, the Updated Preliminary Fire Assessment Resolution, the Updated Final Fire Assessment Resolution and the Preliminary Rate Resolution initiating and imposing the Fire Protection Assessment which is the subject of this hearing and the preliminary assessment roll, and other documentation related to the proposed re-imposition of the Fire Protection Assessment are available for inspection at the County Administrator's office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2023, 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 a loss of title.

If you have any questions, please contact the County at (863) 402-6500 between 8:00 a.m. and 5:00 p.m., Monday through Friday.



adno=00131209

State reaches settlement in Medicaid class action

By JIM SAUNDERS
News Service of Florida

TALLAHASSEE — The state Agency for Health Care Administration has reached a settlement in a class-action lawsuit that is expected to lead to the Medicaid program providing incontinence supplies to adults with disabilities, according to court documents.

Lawyers for the state, two women with disabilities and the advocacy group Disability Rights Florida last week asked a federal judge to approve the settlement and put the lawsuit on hold while the Agency for Health Care Administration moves forward with a rule-making process. The lawsuit would be dismissed if the rule-making process results in incontinence supplies being provided.

"The central thrust of the agreement is that AHCA (the Agency for Health Care Administration) agrees to engage in rule-making with the intention of amending its policies and any other administrative rules necessary such that coverage will be extended to medically-necessary incontinence supplies for Medicaid State Plan recipients age 21 years and older," said the motion filed Thursday in Jacksonville.

The lawsuit, filed in July 2022, alleged the Medicaid program violated federal laws by denying coverage of incontinence supplies to adults with disabilities. The lawsuit was filed on behalf of Duval County resident Blanca Meza and St. Johns County resident Destiny Belanger, who are incontinent and unable to care for themselves. Disability Rights Florida also is a plaintiff.

U.S. District Judge Marcia Morales Howard on March 27 certified the case as a class action. Morales Howard's decision cited one estimate that at least 480 Medicaid beneficiaries a year turn 21 and lose coverage for incontinence supplies that they received as children. The state provides the supplies, such as briefs, diapers and underpads, for Medicaid beneficiaries under age 21 and for certain adults, including people in nursing homes.

During an appearance before a Senate committee in April, AHCA Secretary Jason Weida said the agency did not believe providing incontinence supplies was required by the federal Centers for Medicare & Medicaid Services, which oversees Medicaid regulations. But he also indicated AHCA had discussed the possibility of changing the policy.

"I can tell you that from lawsuits in the past when we have been sued and we're in the middle of litigation, sometimes we decide to change a policy which would essentially give the plaintiffs some or all of what they wanted, and sometimes those lawsuits tend to become moot or just go away," Weida, an attorney, told the Senate committee. "I can't tell you exactly how we're going to shake out on that right now. But what I can tell you is that we're looking at it not just from a litigation strategy of how we're going to defend ourselves, but also from a perspective of, is it the right thing to do? And if we ultimately decide that it is the right thing to do, we'll do it."

The motion filed Thursday said the agreement came after informal talks and settlement discussions through a mediator.

The lawsuit alleged that the state's policy on incontinence supplies violated federal Medicaid law and laws including the Americans with Disabilities Act. It said the state stopped providing the supplies to Meza and Belanger after they turned 21, though they are incontinent and unable to care for themselves.



AMY BETH BENNETT/SUN SENTINEL VIA AP, POOL, FILE

Florida Circuit Judge Elizabeth Scherer, right, hugs Jennifer Guttenberg following the sentencing hearing for Parkland school shooter Nikolas Cruz at the Broward County Courthouse in Fort Lauderdale, Fla., Nov. 2, 2022. Guttenberg's daughter, Jaime, was killed in the 2018 shootings. A state commission concluded Monday, June 5, 2023, that Scherer should be publicly reprimanded for showing bias toward the prosecution, failing to curtail "vitriolic statements" directed at his attorneys by the victims' families and sometimes "allowed her emotions to overcome her judgement."

Florida Supreme Court reprimands judge for conduct during Parkland shooting trial

FORT LAUDERDALE (AP) — The Florida Supreme Court publicly reprimanded the judge who oversaw the penalty trial of Parkland school shooter Nikolas Cruz on Monday for showing bias toward the prosecution.

The unanimous decision followed a June recommendation from the Judicial Qualifications Commission. That panel had found that Circuit Judge Elizabeth Scherer violated several rules governing judicial conduct during last year's trial in her actions toward Cruz's public defenders. The six-month trial ended with Cruz receiving a receiving a life sentence for the 2018 murder of 14 students and three staff members at Marjory Stoneman Douglas High School after the jury could not unanimously agree that he deserved a death sentence.

The 15-member commission found that Scherer "unduly chastised" lead public defender Melisa McNeill and her team, wrongly accused one Cruz attorney of threatening her child, and improperly embraced members of the prosecution in the courtroom after the trial's conclusion.

The commission, composed of judges, lawyers and citizens, acknowledged that "the worldwide publicity surrounding the case created stress and tension for all participants."

Regardless, the commission said, judges are expected to "ensure due process, order and decorum, and act always with dignity and respect to promote the integrity and impartiality of the judiciary."

Scherer retired from the bench at the end of last month. The 46-year-old former prosecutor was appointed to the bench in 2012, and the Cruz case was her first capital murder trial. Broward County's computerized system randomly assigned her Cruz's case shortly after the shooting.

Scherer's handling of the case drew frequent praise from the parents and spouses of the victims, who said she treated them with professionalism and kindness. But her clashes with Cruz's attorneys and others sometimes drew criticism from legal observers.

After sentencing Cruz, 24, to life without parole as required, Scherer left the bench and hugged members of the prosecution and the victims' families. She told the commission she offered to also hug the defense team.

That action led the Supreme Court in April to remove her from overseeing post-conviction motions of another defendant, Randy Tundidor, who was sentenced to death for murder in the 2019 killing of his landlord. One of the prosecutors in that case had also been on the Cruz team, and during a hearing in the Tundidor case a few days after the Cruz sentencing, Scherer asked the prosecutor how he was holding up.

The court said Scherer's actions gave at least the appearance that she could not be fair to Tundidor.

RESOLUTION NO. 22-23-156

(FINAL Fire Protection Assessment Fiscal Year 2023-24)

A RESOLUTION OF THE HIGHLANDS COUNTY FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (COUNTY), PERTAINING TO THE FINAL RE-IMPOSITION OF THE FIRE PROTECTION SPECIAL ASSESSMENT FOR FY 2023-24; 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 2023-24; PROVIDING FOR THE CERTIFICATION OF 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, following a public hearing on May 16, 2023, the County adopted the FY 2023-24 Preliminary Fire Protection Assessment Resolution 22-23-111, pertaining to the contemplated seven percent (7%) increase of the Fire Protection 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 final proposed increase in the Fire Protection Assessment for Fiscal Year 2023-24, proof of publication attached hereto as **Exhibit "A"**; and

WHEREAS, by this final annual Fire Assessment Resolution for fiscal year 2023-24, 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 Final Assessment Resolution.

SECTION 3. Determination of Fire Protection Assessed Costs and Establishment of Annual Fire Protection Special Assessments for Fiscal Year 2023-24.

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, 2023, is $7,383,923.

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, 2023, is hereby established as follows:

Fire Protection Special Assessment Rates Fiscal Year 2023-24
(100% of Assessable Costs)

Residential Property Use Category	**Rate Per Square Foot**
Residential	$.05610
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial Industrial/Warehouse Institutional	$.08414 $.07209 $.08414
Land Property Use Category	**Rate Per Parcel**
Vacant Land	$28.83751

The Estimated Gross Revenue for Fiscal Year 2023-24 is $7,927,331; estimated exempt buy-down is $543,408; Estimated Net Revenue, therefore, is $7,383,923.

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**

50-69	Agricultural pursuant to Florida Statute, Section 125.01
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 Fire Assessment Rate Schedule by the adoption of this Final 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 Final Fire Protection Assessments specified in the Fire Protection Assessment Rate Schedule are hereby established to fund the specified Fire Protection Assessed Costs determined to be assessed for the Fiscal Year 2023-24. 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 Fire Protection Assessments established in this Final Rate Resolution shall be the assessment rates applied by the County Administrator in the preparation of the Assessment Roll for the Fiscal Year commencing October 1, 2023, as provided in Section 4 of this Final 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. Certification of 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, 2023, to be delivered to the Tax Collector for collection using the Uniform Assessment Collection Act, as provided in the Code. The Assessment Roll shall include all assessed property and shall be delivered to the Tax Collector, accompanied by a Certificate of Non-Ad Valorem Assessment Roll in substantially the form attached hereto as **Exhibit "B"**.

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, 2023.

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 Final Assessment Resolution and the FY 2023-24 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 _____ day of August, 2023.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____

CHRIS CAMPBELL, CHAIRPERSON

ATTEST:

_____

Jerome Kaszubowski, Clerk of Court

Exhibit "A"
Proof of Publication

Exhibit "B"

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLLS

I HEREBY CERTIFY that, I am the Chairman of the Highlands County Board of County Commissioners or other authorized agent of Highlands County, Florida (the "County"); that I am satisfied that all property included or includable on the **Highlands County Non-Ad Valorem Assessment Roll** for the funding of fire protection services, facilities and/or programs is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll **will be delivered to the Highlands County Tax Collector by September 15, 2023**.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Highlands County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ___ day of _____, 2023.

HIGHLANDS COUNTY, FLORIDA

FOR EXHIBIT ONLY

_____
Chris Campbell, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER:	**Valerie Fleeger, Senior Budget Analyst** **David Nitz, OMB Manager** **Rosa Morales, Budget Analyst II / NAV**
SUBJECT/TITLE:	**Public hearing to consider Ordinance No. 22-23-29 to amend Chapter 9, Article VIII, Orange Villa Mobile Home Estates Special Benefit District.**

STATEMENT OF ISSUE

Ordinance/Code for Orange Villa Mobile Home Estates Special Benefit District was adopted March 6, 1979, with assessment amount within the Ordinance. We are requesting to amend the ordinance to allow the amount of assessment to be adopted by Resolution.

RECOMMENDED ACTION

Move to adopt Ordinance No. 22-23-29 to amend Chapter 9, Article VIII, Orange Villa Mobile Home Estates Special Benefit District, to allow the amount of assessment to be adopted by Resolution.

FISCAL IMPACT

The fiscal impact would impact fund 104 (Orange Villa Mobile Home Estates Special Benefit District) and vary based on proposed changes to the assessment.

Attachments: Ordinance 22.23.29. OV Home MSBU.SGS.pdf
OV Final Ordinance e-tear_Affidavit.pdf

ORDINANCE NO. 22-23-29

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AMENDMENTS TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, STREETS, HIGHWAYS AND PUBLIC IMPROVEMENTS, ARTICLE VIII, ORANGE VILLA MOBILE HOME ESTATES SPECIAL BENEFIT DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 9, STREETS, HIGHWAYS AND PUBLIC IMPROVEMENTS, ARTICLE VIII, ORANGE VILLA MOBILE HOME ESTATES SPECIAL BENEFIT DISTRICT, SECTION 9-199, GOVERNING BODY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 6, 1979, Highlands County adopted Ordinance No.: 79-1, which created the Orange Villa Mobile Home Estates Special Benefit District ("MSBU"); and

WHEREAS, the sections of the Highlands County Code of Ordinances which govern the MSBU have been amended on various occasions through Ordinance No.: 83-6, Ordinance No.: 91-08, and Ordinance No.: 00-40 and ultimately codified into Chapter 9 of the Highlands County Code of Ordinances; and

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the properties within the MSBU and the public health, safety, comfort and general welfare to amend the County's code as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 9, STREETS, HIGHWAYS AND PUBLIC IMPROVEMENTS, ARTICLE VIII, ORANGE VILLA MOBILE HOME ESTATES SPECIAL BENEFIT DISTRICT, SECTION 9-199, GOVERNING BODY. Highlands County Code of Ordinances, Chapter 9, Streets, Highways and Public Improvements, Article VIII, Orange Villa Mobile Home Estates Special Benefit District, Section 9-199, Governing Body, is hereby amended as follows:

Note: Underlined words constitute additions to existing text and ~~strikethrough~~ words constitute deletions to existing text.

Section 9-199. – Governing Body.

The board of county commissioners shall be the governing body of the Orange Villa Mobile Home Estates Special Benefit District hereby created; and said board shall have all express powers allowed by law for the government, management and operation of said district, including specifically, but not as a limitation, the power to install and maintain such street and recreational lights within the district as it in its sole discretion deems desirable and to pay the electrical costs thereof, to levy ~~a tax or~~ a flat rate assessment ~~of $30.00~~ per home site per year against all home sites located therein, to employ personnel, expend funds, enter into contractual obligations, borrow and expend money and issue obligations or indebtedness therefor. No enumeration of powers herein shall be deemed exclusive or restrictive but shall be deemed to incorporate all implied powers necessary or incident to carrying out such enumerated powers.

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

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 9, Streets, Highways and Public Improvements, Article VIII, Orange Villa Mobile Home Estates Special Benefit District, as set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 6. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 7. CONFLICT. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this 15th day of August, 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Chris Campbell, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

Case No. NOTICE OF PUBLIC HEARING
TO CONSIDER COUNTY ORDINANCE NO. 22-23-29

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 25, 2023

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Janet Emerson

Sworn to and subscribed before me this 25th day of July 2023 by Janet Emerson, who is personally known to me.

Romona D. Washington, Executive Editor, Notary Number: HH 413555
Notary expires: June 21, 2027

NOTARY PUBLIC STATE OF FLORIDA
ROMONA D. WASHINGTON
Commission # HH 413555
Expires June 21, 2027

HOSPITAL

FROM PAGE 1A

Relief helping the nation rebuild. President George Weah, who had known Natu Strathy when they were children, asked them to set up a hospital for the military, especially because military medical personnel and surgeons had little experience.

"It will take a generation to get things back up," Dr. Strathy said of training a new corps of doctors.

Natu Strathy said that over 10 years and 500 tons of shipped goods in containers, they have set up the whole hospital, including the operating room, kitchen, laundry, beds and tables, as well as scrubs, masks and gloves.

One of the items loaded on this last load was a bag of stuffed animals. Children and adults, both, are scared of surgery.

"We promise them candy, and give them a warm blanket," Natu Strathy said. "The children call me 'Grandma.' The adults call me "Auntie.'"

Being stationed there more than stateside, she can make more of a difference, Natu Strathy said. Her husband said he knew, once they got asked to set up a hospital, that they would be Liberians, eventually.

"You can't get something done on that scale if you're not on site," Dr. Strathy said.

"We will always be there as consultants," Natu Strathy said. "Promoting confidence in them, saying, 'Come on. Get it done.'"

"It's a life-changing event when you know they can," Dr. Strathy said.

One thing that makes this work is donations, the couple said. They said people who want to help can contact them through LiberiaMedicalRelief.com or email their friend at ShirleyJohnson6248@gmail.com.

CONTRACT

FROM PAGE 1A

provided for these, he said. The statutes still require performance pay be included in any salary increases negotiated and the restrictions placed on performance pay have not changed.

The HCESPA has made an opening proposal for salary increases.

"We are continuing with the district stated needs to recruit and retain bus drivers and maintenance employees," Demchak noted.

The bottom of the salary schedule made out well last year moving from less than $11 per hour to the $15 per hour minimum wage for school employees, he said. "We also added considerable increases to the top of the schedule for mechanics and maintenance employees but the middle has suffered."

"We have requested a total cost package of $885,000, a number proportional to the teacher salary increase of $1,000,000-plus that is guaranteed," Demchak said. Also, they are seeking an additional four paid holidays to bring the support staff in line with both teachers and administration and Florida Statute.

Demchak explained, "For the past two years we have had to address the issue of pulling support staff employees, mostly paraprofessionals, from their contracted duties to cover classrooms for teachers when the school cannot hire a substitute."

"We are again requesting the district pay employees for the added responsibility of being a teacher in charge of a classroom," he said. "This is a major issue for support staff employees."

Demchak said, "Last year one school had hired an office bookkeeper. The employee was pulled over 100 days to be a substitute then at the end of the year was let go because she hadn't learned her job fast enough."

The School Board of Highlands County will be meeting in executive session to discuss the various contract proposals that the HCESPA has asked the district to consider, according to Lethbridge.

The previous school year, the Board did approve paying personnel an extra $3 per hour if they were pulled from their job 10 times (or five consecutive days) during the school year to assist in a classroom.

Once the employee met that threshold, the pay was retro to the first day they were asked to help in a different way than their job assignment typically required, he said.

"We have been asked to consider moving that to $5 per hour over their hourly rate," Lethbridge said.

The school board invested over $2 million in the non-instructional salary grid last year, the largest increase ever, he said. The Board and Superintendent values the non-instructional team and will continue to look for ways to enhance working conditions and pay for the employees.

FIRE

FROM PAGE 1A

$17 to $19 per parcel.

Industrial/warehouse would remain unchanged at 2 cents and institutional would remain unchanged at 7 cents per square foot.

New fire aerial truck

Also, the City Council approved ordering a new fire aerial truck for the Sebring Fire Department at a cost of nearly $2 million.

In her opening comments at a recent Council meeting, Councilwoman Terry Mendel said as Council is working on the budget, "If you haven't heard, one of the things we are addressing, to tell you how much things have gone up in price and supply issues – $2 million dollars for a new fire truck. Is that not unbelievable?"

Mendel further added, "Just to let you know what we are facing, up against, with the budget – a lot of costs going way up in our City."

The Council agenda item, from Fire Chief Bobby Border, offered the background on the timing of the purchase of the new fire truck.

The Fire Department's current Pierce 105-foot ladder truck was planned to be replaced when it turns 25 years old, which would be in 2028. However, there are more stringent emission regulations effective Jan. 1, 2027, that will add substantial cost initially (at least $50,000) and likely additional costs to maintain the system.

Furthermore, cost increases are being added at least two times per year.

The next price increase of 1.75% is slated for Aug. 4, 2023.

The build time for a new aerial truck is 30-36 months. If the new truck is ordered now they will avoid the new emission requirement and any further cost increases.

The price of the truck is $1,998,616.

It was approved on Council's consent agenda.

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 22-23-29

NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

NOTICE is hereby given that the Highlands County Board of County Commissioners will hold a public hearing to for the purpose of considering enactment of the following ordinance on **August 15, 2023, at 9:00 a.m.** or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida:

AN ORDINANCE AMENDING ARTICLE VIII OF CHAPTER 9 OF THE CODE OF ORDINANCES HIGHLANDS COUNTY, FLORIDA PROVIDING FOR THE ORANGE VILLA MOBILE HOME ESTATES SPECIAL BENEFIT DISTRICT; PROVIDING FOR ASSESSMENTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870.

All interested persons may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. . Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
By: Chris Campbell, Chairman

adno=00131212

NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR AN INCREASE OF THE ASSESSMENT OF THE ORANGE VILLA MOBILE HOME ESTATES SPECIAL BENEFIT DISTRICT

Notice is hereby given that the Highlands County Board of County Commissioners sitting in its capacity as the Board of Supervisors of the **Orange Villa Mobile Home Estates Special Benefit District** will conduct a public hearing on **August 15, 2023**, to consider the re-imposition and increase of the Orange Villa Mobile Home Estates Special Benefit District imposed for the purpose of installation and maintenance of such street and recreational lights within the district and to pay the electrical costs, administrative costs to Highlands County and other benefits as determined by the MSBU Board, against the benefitted land or property located within the area of the **Orange Villa Mobile Home Estates Special Benefit District** for the **Fiscal Year beginning October 1, 2023**.

The public hearing will be held at 9:00 a.m., or as soon thereafter as possible, on August 15, 2023, in the Board Chambers at the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring, Florida, 33870, for the purpose of receiving public comment on the proposed assessments. This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

All affected property owners have a right to appear at the hearing and to file written objections with Highlands County within 20 days of this notice. If a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6509 or by Florida Rely Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

The following assessment shall be imposed against the benefitted lands or property located in the area of the Orange Villa Mobile Home Estates Special Benefit District for the Fiscal Year beginning October 1, 2023, and shall continue each year thereafter until discontinued or changed:

Property Category	Rate Per Acre
Land or property	$56.00 per lot/home site

The above stated Assessment rate may be increased in any incremental amount each year, so long as the total annual Assessment rate does not exceed $65.00, for each lot/home site, of land or property and provided a public hearing is conducted prior to September 1 of each such year with the adoption of a Resolution reflecting the approved increase.

Copies of the Final Annual Assessment Resolution for Orange Villa Mobile Home Estates Special Benefit District, which is the subject of this hearing, and the assessment roll, and other documentation related to the proposed re-imposition and increase of the Orange Villa Mobile Home Estates Special Benefit District annual assessment are available for inspection in the County Administrator's office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2023, 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 a loss of title.

If you have any questions, please contact the County at (863) 402-6500 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

adno=0013121

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-619SS, for an approximate 19.17-parcel, from Agriculture (AG) to Medium Density Residential (RM).**

STATEMENT OF ISSUE

The Applicant is requesting a small scale comprehensive plan amendment for an approximate 19.17-parcel to change the Future Land Use Map from Agriculture (AG) to Medium Density Residential (RM). The parcel currently operates as a citrus grove and is clear of native vegetation.

There is a companion request for a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2), P&Z 2129.

The Planning and Zoning Commission recommended approval of CPA-23-619SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance 22-23-30, CPA-23-619SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 19.17 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-619SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-23-619SS for BCC Vista Property Holdings, Mike Kahn Rd.pdf
Application CPA-23-619SS Vista Property Holdings LLC.pdf
Ordinance CPA-23-619SS Vista Property Holdings, Mike Kahn Rd.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 8/15/2023
Case Number: CPA-23-619SS	**Case Name:** Vista Property Holdings, LLC – Mike Kahn Road
Agent: Jeff Kennedy	**Property Owners:** Vista Property Holdings, LLC
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Change the Future Land Use Map (FLUM) for an approximate 19.17-acre parcel, from Agriculture (AG) to Medium Density Residential (RM)

General Location: An approximate 19.17-acre parcel located at the northeast corner of the intersection of Desoto City Road and Mike Kahn Road, approximately 1.33 miles west of Kenilworth Boulevard, 2.50 miles north of US 98, and 0.73 miles northeast of US 27; the address being 3780 Desoto City Road, Sebring

PARCEL ID: C-03-35-29-A00-0260-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance 22-23-30, CPA-23-619SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 19.17 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-619SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-619SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 19.17 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-619SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the July 11, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "A. HEARING NUMBER CPA-23-619SS – VISTA PROPERTY HOLDINGS, LLC C/O RICK WHIDDEN AND JEFF KENNEDY** An approximate

19.17-acre parcel located at the northeast corner of the intersection of Desoto City Road and Mike Kahn Road, approximately 1.33 miles west of Kenilworth Boulevard, 2.50 miles north of US 98, and 0.73 miles northeast of US 27; the address being 3780 Desoto City Road, Sebring; and abbreviated legal description as follows: An approximate 19.17-acre parcel located in Section 3, Township 35 South, Range 29 East, Highlands County, Florida.

The Applicant is requesting a small-scale Comprehensive Plan amendment to amend the future land use map designation from Agriculture (AG) to Medium Density Residential (RM). Mrs. Hunnicutt read the request and Mr. Garcia 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. Boring to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-619SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 19.17 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-619SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 6-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Future Land Use Map of an approximate 19.17-acre parcel, from AG to RM.

The parcel currently operates as a citrus grove. The Applicant is proposing to utilize the property for a mobile home park.

There is a companion request for a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2), P&Z 2129.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Grove	AG	AU
Adjacent Property to the North	Cropland	AG	AU
Adjacent Property to the South	Grove	AG	AU

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the East	Cropland	AG	AU
Adjacent Property to the West	Grove	RM	AU

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.3, Medium Density Residential (RM).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.222: Mobile Home Parks District (M-2).

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

Future Land Use Element

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

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

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

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

Infrastructure Element

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

Policy 6.5, Mandatory Connection to Central Water System:

A. Except for lots greater than one gross acre, require connection to the central water system for all new development within one-quarter mile of an existing water line.

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

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

a. Connect to an existing system.

Department Comments and Analysis of Petitioner's Proposal:

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

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

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

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

3. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 100 and 105 feet.
2. **Soils:** The soils underlying the site are *Tavares Sand, 0 to 5 percent slopes* and *Astatula Sand, 0 to 8 percent slopes*.
   Tavares Sand, 0 to 5 percent slopes. The available water capacity is very low, with a rapid to very rapid permeability. Depth to the water table is about 42 to 72 inches. This soil is nearly level to gently sloping and is moderately well drained. For most urban uses, the soil has moderate limitations because of the seasonal high-water table and its relative proximity to the surface.
   Astatula Sand, 0 to 8 percent slopes. The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is a citrus grove.
2. **Vesting Rights:** None.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Agriculture.
4. **Proposed FLUM Designation:** The proposed FLUM designation is Medium Density Residential.
5. **Current FLUM Population Yield:** The current FLUM allows up to 1 dwelling unit per 5 acres. The parcel currently carries a potential population yield of 6 persons; 19.17 ÷ 5 acres = 3.83 dwelling units; 3 dwelling units x 2.25 persons = 6.75 persons.
6. **Proposed FLUM Density:** The proposed FLUM would allow up to 8 dwelling units per acre and carries a potential population yield of 344 persons; 19.17 acres x 8 dwelling units = 153.36 dwelling units; 153 dwelling units x 2.25 person = 344.25.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a mobile home park.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0233C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.

3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Desoto City Road or Mike Kahn Road.
5. **Railroad Access:** The site is located 0.33 miles north of the South Central Florida Express railroad tracks.
6. **Recreation:** The proposed development will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan and the minimum requirements in the M-2 zoning district. A sidewalk is required along Desoto City Road and Mike Kahn Road per Section 12.09.103 of the Highlands County LDRs.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis is required at the time of development.

F. **Schools:** The permitted uses within the Medium Density Residential Future Land Use designation will generate student impacts to the school district; school concurrency **is** required.

G. **Airports:** The subject property is located approximately 10.9 miles southeast of the Avon Park Executive Airport and 4.2 miles west of the Sebring Regional Airport.

H. **Fundamental Planning Analysis ref. Comprehensive Plan:**
Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* The site is located in an area with other residential land uses. The site can be developed without adversely affecting natural resources or ecosystems and may be considered a consistent outward expansion of urban land uses, as well as a promotion of infill development, originating from the municipal limits of Sebring. The site access will be directly off of Desoto City Road or Mike Kahn Road. All required permits from appropriate agencies shall be obtained prior to development.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The future development will be able to connect to existing central potable water and wastewater systems. Fire services and law enforcement are already available.

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if*

available: The property is located in close proximity to a proposed multi-use path that would connect to the Sebring Parkway, which in turn connects to US 27 and downtown Sebring. Using the proposed regional trail network, the property would be located 3 miles from Sebring Middle School and 2.7 miles from Sebring High School. Additionally, it is located less than three miles from the Highlands County Sports Complex. Locating close to schools and recreation promotes walkability.

(4) *Promotes conservation of water and energy:* The property is located in an existing urbanized area with nearby schools, recreation, and commercial uses. Building in this area will reduce travel time for vehicles, thereby conserving energy.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* This indicator is not applicable.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* The future development will locate on already disturbed natural lands; hence, the development preserves other open space and natural lands. It is also located near recreational accommodations.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The proposed development is in an existing residential area, near schools and recreation uses.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed Small Scale Comprehensive Plan Amendment.

Historical and Archaeological Clearance: The proposed Small Scale Comprehensive Plan Amendment **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the

Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-619SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 19.17 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-619SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Proposed Future Land Use Map

Exhibit 1:

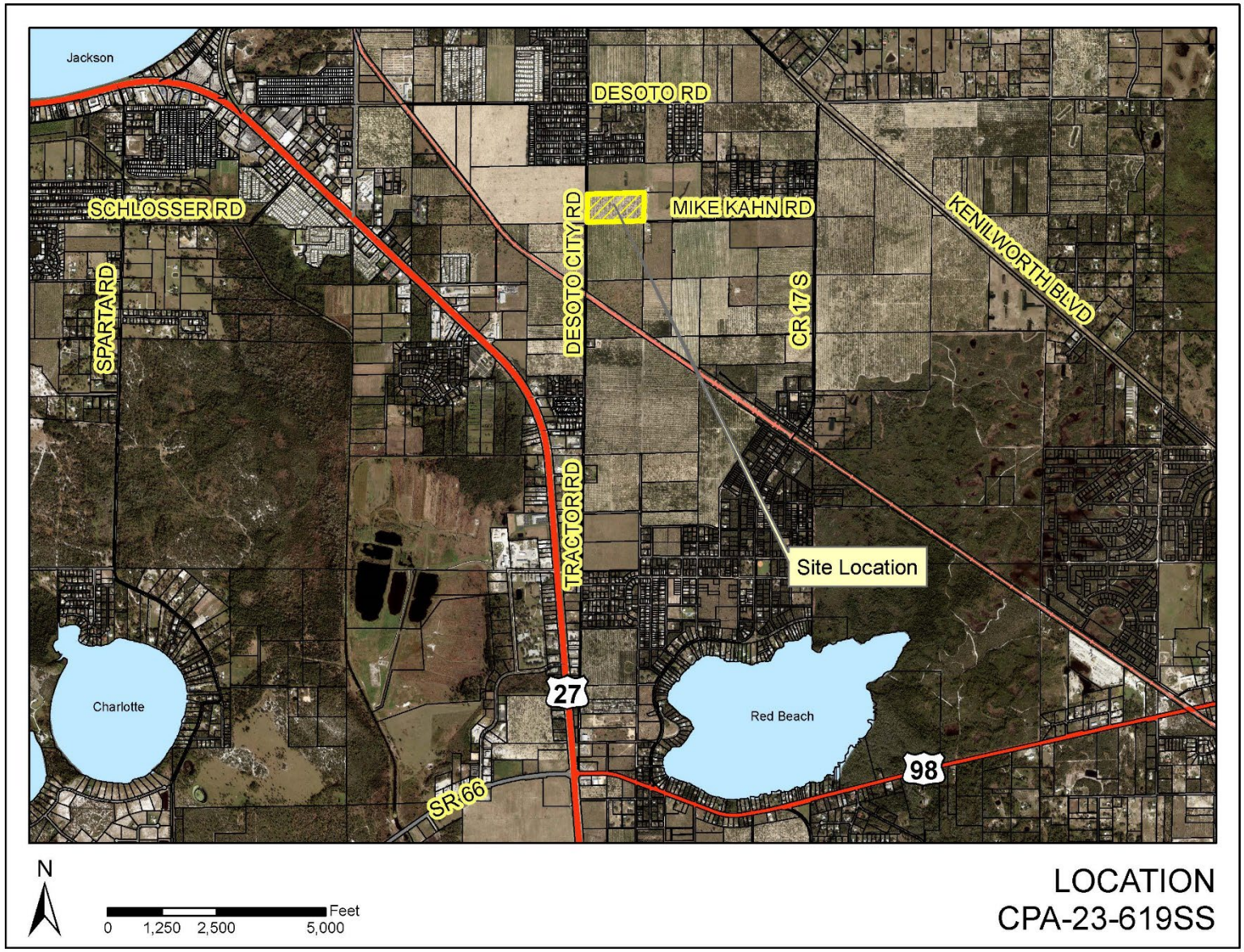

Jackson
DESOTO RD
SCHLOSSER RD
MIKE KAHN RD
KENILWORTH BLVD
SPARTA RD
DESOTO CITY RD
CR 17 S
TRACTOR RD
Site Location
Charlotte
Red Beach
27
98
SR 66
N
0 1,250 2,500 5,000 Feet
LOCATION
CPA-23-619SS

Exhibit 2:

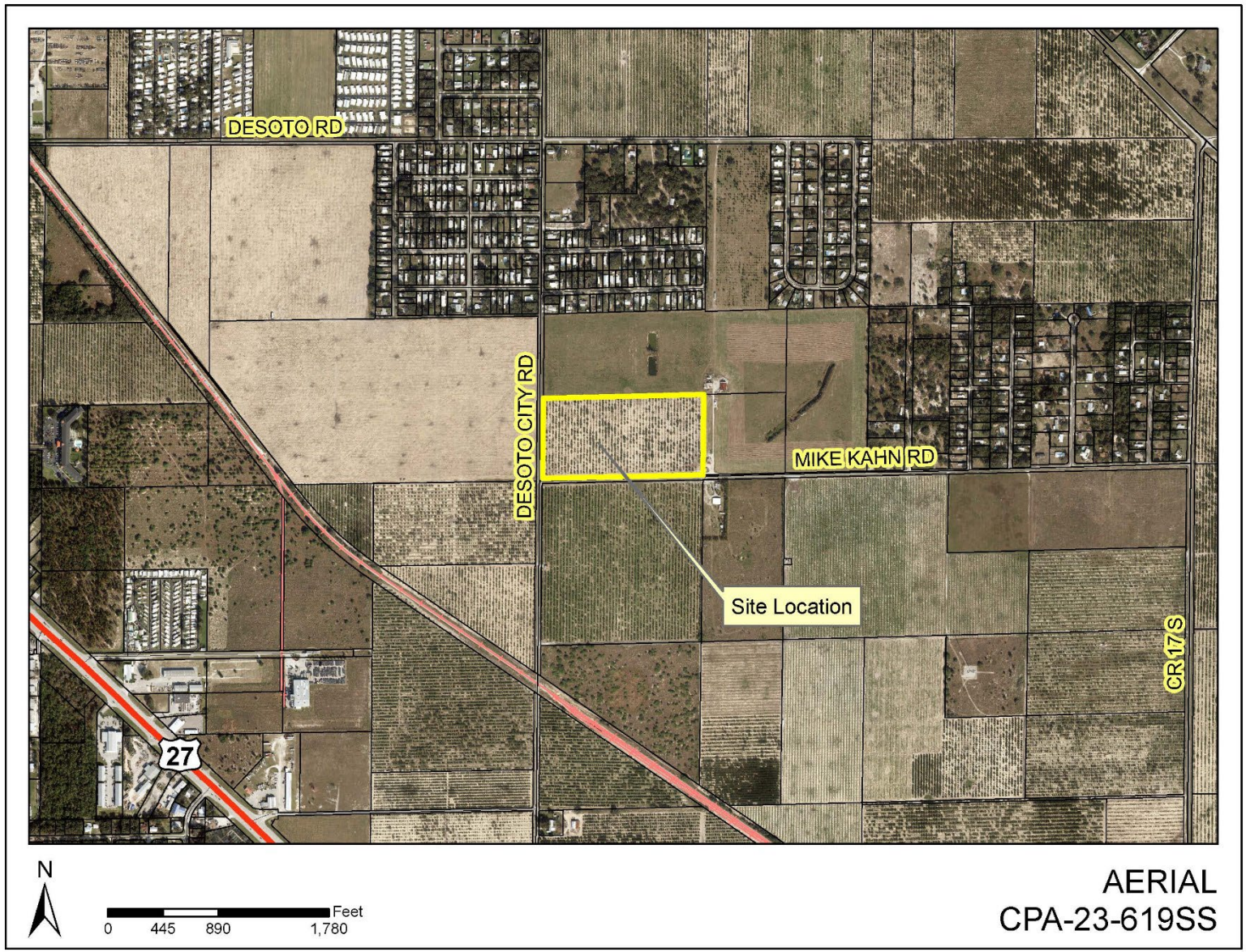

DESOTO RD
DESOTO CITY RD
MIKE KAHN RD
Site Location
CR 17 S
27
N
0
445
890
1,780
Feet
AERIAL
CPA-23-619SS

Exhibit 3:

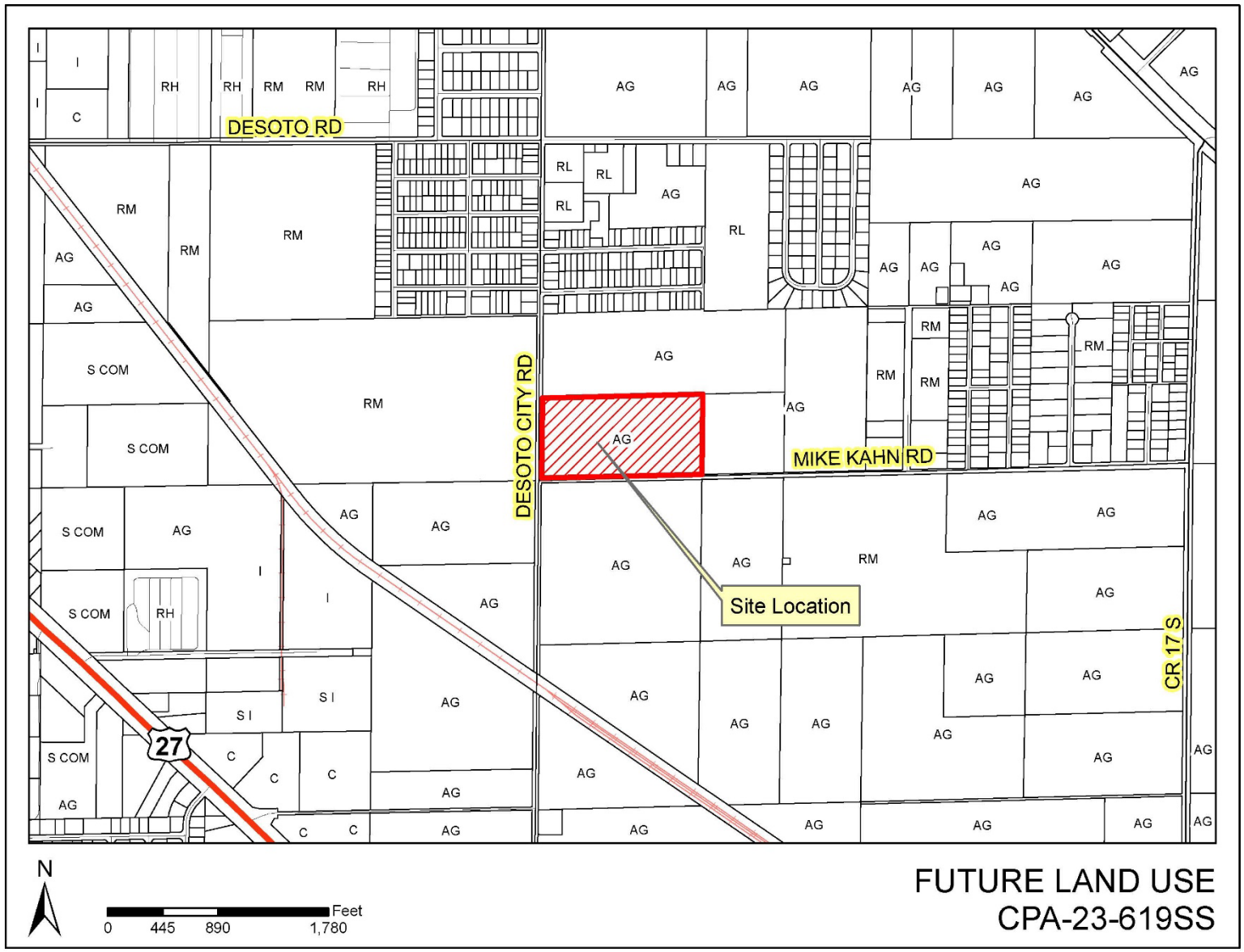
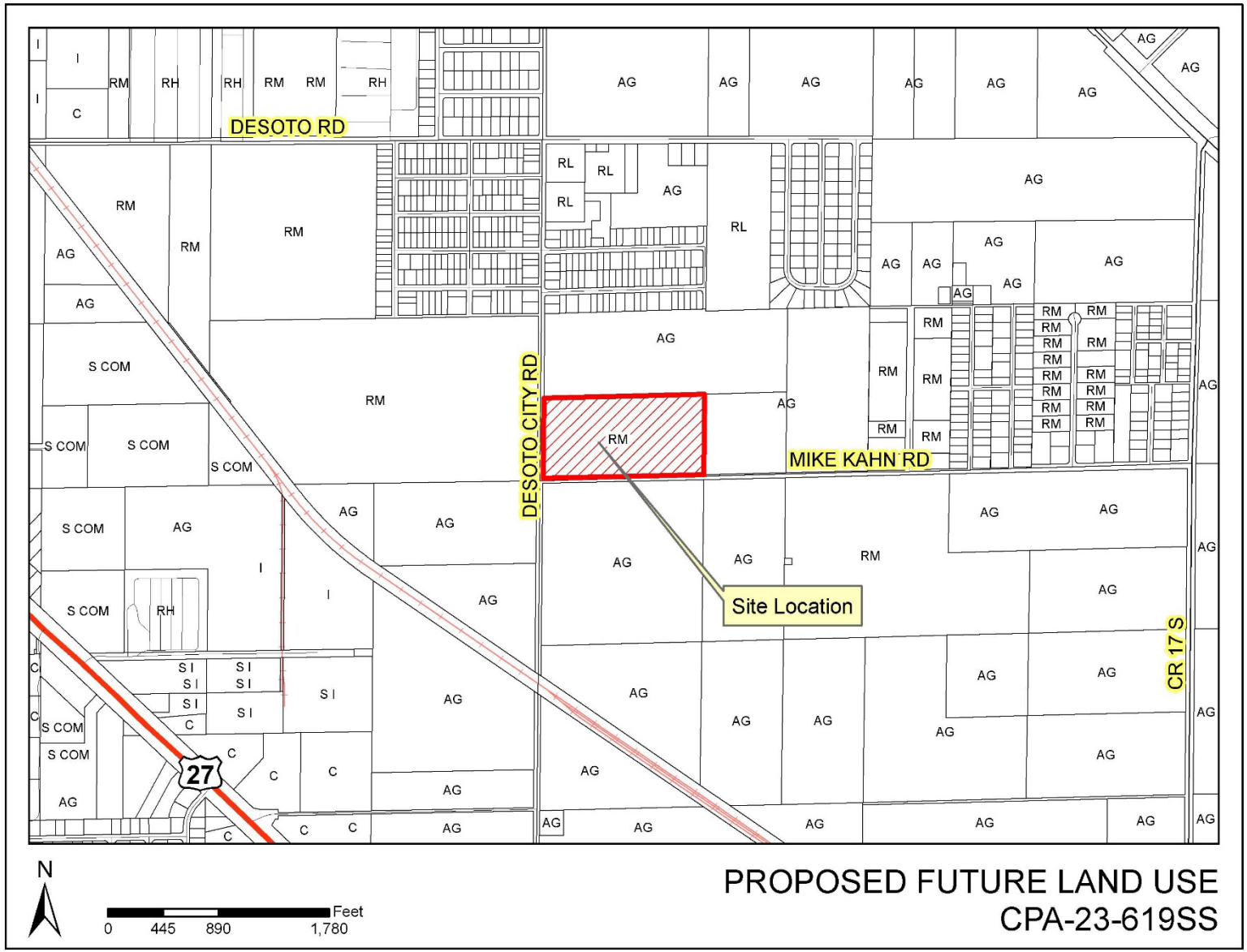

DESOTO RD
DESOTO CITY RD
MIKE KAHN RD
CR 17 S
Site Location
27
N
0
445
890
1,780
Feet
FUTURE LAND USE
CPA-23-619SS

Exhibit 4:


DESOTO RD
DESOTO CITY RD
MIKE KAHN RD
CR 17 S
Site Location
27
N
0
445
890
1,780
Feet
PROPOSED FUTURE LAND USE
CPA-23-619SS

Highlands County, Florida
Comprehensive Plan Amendment Application

☑ Small Scale Comprehensive Plan Map Amendment (100 acres or less)
☐ Large Scale Comprehensive Plan Map Amendment (more than 100 acres)

Change from: AG Change to: RM

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

STAFF USE ONLY:

Case Number: CPA- 23 - 6 19 (SS)/LS **Date of Application:** 5/17/2023

Amount of Fee: $ 1500.00 **Tax Map No.:** 91-A project #: 23050010

Hearing Dates: P&Z 7 / 11 / 23 BOCC 8 / 15 / 23 Receipt #: 4500001320

This application has been reviewed for completeness and determined sufficient.

Melony C Cooper 5/24/2023
Signed: Planning and Zoning Manager **Date**

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-03-35-29-A00-0260-0000 **STRAP No. C-**___-___-___-___-____-____-____

STRAP No. C-___-___-___-___-____-____-____ **STRAP No. C-**___-___-___-___-____-____-____

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   Print Name(s): VISTA PROPERTY HOLDINGS, LLC, HSINI CHIU, MAN. MBR.

   Mailing Address: 5154 EMILINE DR., SAN JOSE, CA, 95124

   Daytime Telephone No. (408) 512-0979 **E-Mail Address:** SANEEY@GMAIL.COM

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   Print Name: RICK WHIDDEN AND/OR JEFF KENNEDY

   Mailing Address: 4108 MULLIGAN CT. W., SEBRING, FL 33872

   Daytime Telephone No. (863) 835-2055 **E-Mail Address:** JRKENNEDYMAILBOX@GMAIL.COM

NOTARIZED AUTHORIZATION:

- ☐ If the Applicant is not the Owner of the property, a written, notarized authorization from each Owner must be provided with this application – use Form A, attached. Property Owner authorization is required. If the Property Owner withdraws permission at any point during the review and approval process, the application is considered null and void.

- ☑ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved:
   APPLICANT IS REQUESTING RM LAND USE FOR M-2 ZONING THAT WILL BE CONSISTENT WITH RM LAND USES TO WEST AND NORTH AND M-1 ZONING TO NORTH.

4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.

   a. Goal(s) FLU ELEMENT
   b. Objective(s) OBJECTIVE 1 GROWTH MANAGEMENT
   c. Policy(ies) POLICY 1.2.D.3

PROPERTY INFORMATION:

5. **Legal Description(s) of Property Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description: complete description including section, township and range.
   SEE ATTACHED

6. **Street Address(es) of Property Covered by the Application**:
   3780 DESOTO CITY ROAD, SEBRING, FL 33870

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable**: VISTA PROPERTIES - MIKE KAHN RD.

8. **Existing Zoning District:** AU **Existing Future Land Use Classification:** AG

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
   CITRUS GROVE

10. **Are there existing structures on the property?** ☐ **Yes** ☑ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)

_____

_____

If multiple units, the number of dwellings per building: _____

11. **Existing Property Information:** Size of Property (width) 1293 feet, (depth) 646 feet, road frontage 1939 feet, water frontage 0 feet, **Total acres:** 19.17+/-

If different from the total acreage, the developable portion is N/A +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☐ **Yes** ☑ **No** **If yes,** explain:

_____

14. **Current Uses on the Adjacent Properties:**

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	FORMER GROVE	AG	AU
South	GROVE	AG	AU
East	FORMER GROVE	AG	AU
West	CITRUS	RM	AU

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** 114 D.U.

16. **Residential Density:** The proposed density is 6 units per acre.

17. **Intensity:** The proposed intensity is N/A square feet at N/A Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☑ **Yes** ☐ **No**
If yes, the potable water system requirements will be accommodated by the CITY OF SEBRING water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☑ **Yes** ☐ **No**
If Yes, the wastewater treatment system requirements will be accommodated by the _____ CITY OF SEBRING system. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

I. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

END OF APPLICATION

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

5. Notarized authorization for agent to submit petition, as applicable (Form B)
6. Public Utility Information Request Sample Letter
7. Public School Information Request Sample Letter
8. Application Due Dates
9. Fee Schedule

PRELIMINARY CONCURRENCY EVALUATION

ENGINEERING INFORMATION ON THIS PAGE IS TO BE SECURED BY THE APPLICANT.

Traffic Levels of Service: Roadway Level of Service Standards are established by TE Policy 8.2. THE APPLICANT IS RESPONSIBLE FOR SECURING FROM THE COUNTY ENGINEER OR DESIGNEE A DETERMINATION AS TO WHETHER A COMPREHENSIVE PLAN TRAFFIC STUDY IS REQUIRED FOR THIS AMENDMENT. If a Land Development Traffic Assessment (LDTA) or Comprehensive Plan Amendment Impact Study (TIS) is not required, this application is to be endorsed confirming clearance: (to be circled by Reviewer)

A. Small Project: No Traffic Impact Study Required.

B. Minor Land Development Traffic Assessment or Comprehensive Plan Amendment Traffic Impact Study: A development which generates 150 but less than or equal to 1,000 average daily trips.

QDL 5/15/23

1. Required with this application.
2. Required at the time of development ~~development~~ Dependent on Traffic Study Volumes

C. Major Land Development Traffic Assessment or a Comprehensive Plan Amendment Traffic Impact Study: A development which generates more than 1,000 average daily trips.

1. Required with this application
2. Required at the time of development

D. TRAFFIC STUDY REQUIRED AT THE TIME OF DEVELOPMENT

		QDL	5/15/23
Reviewer's Signature	Date	County Engineer's Signature	Date

VISTA PROPERTIES – LEGAL (DESOTO & KAHN)

The South one half of the Southwest one quarter of the Northwest one quarter of Section 3, Township 35 South, Range 29 East, Highlands County, Florida, less road right-of-way.

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Anjelica Tinajero Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

School Board of Highlands County
School Capacity Planning Tool for Comprehensive Plan Amendments

May 2, 2023

Jeff Kennedy
7045 County Road 17 South
Sebring, FL 33876

School Year of Analysis: **2022/2023**

Proposed Development:
Applicant:
Location (map attached): 3780 DeSoto City Road, Sebring, FL
C-03-35-29-A00-0260-0000

School Attendance Zones:
Elementary: **Cracker Trail Elementary**
Middle: **Sebring Middle**
High: **Sebring High**

Maximum Proposed Dwelling Units: ___Single Family ___120___Mobile Home ___ Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2022/2023 Student Generation Rates by Dwelling Unit Type

Dwelling unit Type	Elementary (K-5)	Middle (6-8)	High (9-12)
Single Family	0.129	0.061	0.074
Mobile Home	0.086	0.041	0.049
Multi-Family	0.080	0.038	0.046

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Anjelica Tinajero Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
Cracker Trail Elementary	196.90	0	196.90	10.32	186.58
Sebring Middle	124.21	0	124.21	4.92	119.29
Sebring High	527.98	0	527.98	5.88	522.10

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,

Anjelica Tinajero
Assistant Superintendent of Business/Operations

AT/cp

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

JOHN SHOOP MAYOR

COUNCIL:
LENARD CARLISLE, PRESIDENT
ROLAND BISHIP, PRO-TEMPORE
HARRISON HAVERY
TERRY MENDEL
JOSH STEWART

SEBRING
CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

May 1, 2023

To Whom It May Concern:

Re: 3780 Desoto City Road, Sebring FL 33870 – Parcel I.D. C-03-35-29-A00-0260-0000.

Listed below is the water and wastewater capacities data requested for the above referenced parcel.

Potable Water

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,933,000 GPD
Excess capacity: 1,878,000 GPD
This development demand: N/A GPD

Wastewater Treatment

Designed capacity: 2,000,000 GPD
Permitted capacity: 2,000,000 GPD
Committed capacity: 1,248,000 GPD
Excess capacity: 752,000 GPD
This development demand: N/A GPD

Please let me know if you have any questions or if I may be of further assistance.

Best regards,

Bob Boggus
Utilities Director

cc: Kim Shands, Administrative Coordinator
File

OFFICIAL RECORDS FILE#: 2148662 OR BK 2971 PG 1923 PAGES: 2
5/1/2023 1:35:19 PM REC FEES: $18.50 DEED DOC:$2660.00
D.C. DLATIMER JEROME KASZUBOWSKI CLERK OF COURTS, HIGHLANDS CO.

1850
2660.00

Prepared by and return to:
ROBERTO P. CELAYA
Attorney at Law
Sheehan & Celaya, P.A.
300 Dal Hall Blvd.
Lake Placid, FL 33852
863-465-1551
File Number: **23-051**
Will Call No.:
Consideration: $ 380.00

[Space Above This Line For Recording Data]



Trustee's Deed

This Trustee's Deed made this 24 day of **April, 2023** between **ELSA K. KAHN and C. MARK COX, as Co-Trustees of the MARVIN D. KAHN REVOCABLE LIVING TRUST dated February 25, 2011** whose post office address is **P.O. Box 3346, Sebring, FL 33871**, grantor, and **VISTA PROPERTY HOLDINGS LLC, a Florida limited liability company** whose post office address is **5154 Emiline Drive, San Jose, CA 95124**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in **Highlands County**, Florida, to-wit:

> **The South one half of the Southwest one quarter of the Northwest one quarter of Section 3, Township 35 South, Range 29 East, Highlands County, Florida, less road right-of-way.**
>
> **Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Roberta Hatley

ELSA K. KAHN, as Co-Trustee

Witness Name: Paula A DeFord

C. MARK COX, as Co-Trustee

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 24 day of April, 2023 by ELSA K. KAHN and C. MARK COX, as Co-Trustees of the MARVIN D. KAHN REVOCABLE LIVING TRUST dated February 25, 2011, who [X] are personally known or [ ] have produced a driver's license as identification.

[Notary Seal]

Paula A. DeFord
MY COMMISSION # GG953943
EXPIRES: March 23, 2024

Notary Public

Printed Name: _____

My Commission Expires: _____

DoubleTime®

FORM A. PROPERTY OWNER AUTHORIZATION TO APPLICANT

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for JEFF KENNEDY to be the applicant for this FUTURE LAND USE CHANGE.

VISTA PROPERTY HOLDINGS LLC
Print Name of Owner

x Hsini Chiu
Signature of Owner
HSINI CHIU, MANAGER

5154 EMILINE DR., SAN JOSE, CA 95124
Address: Number and Street (P.O. Box) City and State (Zip Code)

STATE OF ~~FLORIDA, HIGHLANDS~~ COUNTY

The Foregoing instrument was acknowledged before me this ___ day of _____, 20___ by _____ who is personally known by me ☐ or who has produced _____, as identification and who did (did not) take an oath.

See Attached Jurat
C.M. 5/14/2023

_____
Signature

_____
Print Name

Notary Public, State of ~~Florida~~

My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 14th day of May, 2023, by Hsin Chiu,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

C. MATT HAWKS
Notary Public - California
Santa Clara County
Commission # 2355142
My Comm. Expires Apr 21, 2025

(Seal)

Signature C. Matt Hawks

Highlands County, Florida
Development Services Department Application

FORM A. Property Owner Authorization to Applicant

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for RICK WHIDDEN to be the applicant for this REZONING.

HSINI CHIU, MGR. VISTA PROPERTY HOLDINGS LLC
Print Name of Owner

x Hsini Chiu
Signature of Owner
HSINI CHIU

5154 EMILINE DR.
Address: Number and Street (P.O. Box)

SAN JOSE, CA 95124
City and State (Zip Code)

STATE OF FL~~ORIDA~~
~~HIGHLANDS~~ COUNTY

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

See Attached
Jurat
C.M.P.A. 5/14/2023

Signature

Print Name

Notary Public, State of F~~lorida~~
My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 14th day of May, 2023, by Asim Chiu,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

C. MATT HAWKS
Notary Public - California
Santa Clara County
Commission # 2355142
My Comm. Expires Apr 21, 2025

(Seal)

Signature C Matt

Highlands County, Florida
Development Services Department Application

OWNER'S (CORPORATION) AFFIDAVIT

I, HSINI CHIU, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line.
No contact is required. x HC
An appointment is required before entering the property. _____

Signed, Sealed and Delivered In Our Presence:

x Huimin Yang
Print Name: x Huimin Yang

x Li Wen Tsai
Print Name: x LI WEN TSAI

VISTA PROPERTY HOLDINGS LLC
a FLORIDA corporation

By: x Hsini Chiu
Print Name: HSINI CHIU
Title: MANAGER

STATE OF ~~FLORIDA~~
COUNTY OF ~~HIGHLAND~~S
The foregoing instrument was acknowledged before me this ___day of _____ 20__, by _____, President, of _____, a _____ corporation, who is personally known to me or who has produced _____ as identification and who did take an oath.

See Attached Jurat

_____
Signature

_____
Print Name
Notary Public, State of ~~Florida~~

My Commission Expires:_____

Parcel No. _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 14th day of May, 2023, by Hsini Chiu,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

C. MATT HAWKS
Notary Public - California
Santa Clara County
Commission # 2355142
My Comm. Expires Apr 21, 2025

(Seal) Signature

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, RICK WHIDDEN, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

RICK WHIDDEN
Print Name of Agent

Signature of Agent

4108 MULLIGAN CT. W., SEBRING, FL 33872
Address: Number and Street (P.O. Box) City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me this 15 day of May, 2023 by Rick Whidden who is personally known by me or who has produced _____, as identification and who did take an oath:

Janice T. Walker
Notary Public, State Of Florida
Commission No. HH50378
My Commission Expires: 11/17/24

Signature

Janice T. Walker
Print Name

Notary Public, State of Florida

My Commission Expires: 11-17-24

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, JEFF KENNEDY, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

JEFF KENNEDY
Print Name of Agent

Signature of Agent

7045 COUNTY RD. 17 S. SEBRING, FL 33872
Address: Number and Street (P.O. Box) City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me this 15 day of May 2023 by Jeff Kennedy who is personally known by me or who has produced _____, as identification and who did take an oath:

Signature

Janice T. Walker
Print Name

Notary Public, State of Florida

My Commission Expires: 11-17-24

Janice T. Walker
Notary Public, State Of Florida
Commission No. HH50378
My Commission Expires: 11/17/24

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
VISTA PROPERTY HOLDINGS LLC

Filing Information

Document Number	L23000128779
FEI/EIN Number	NONE
Date Filed	03/13/2023
Effective Date	03/18/2023
State	FL
Status	ACTIVE

Principal Address

8635 COMMODITY CIR STE 100
ORLANDO, FL 32819

Mailing Address

5154 EMILINE DR.
SAN JOSE, CA 95124

Registered Agent Name & Address

CHIU, HSINI
8635 COMMODITY CIR STE 100
ORLANDO, FL 32819

Authorized Person(s) Detail

Name & Address

Title MGR

CHIU, HSINI
5154 EMILINE DR.
SAN JOSE, CA 95124

Title MGR

YANG, HUIMIN
3875 PRESCOTT AVE
SAN JOSE, CA 95124

Annual Reports

No Annual Reports Filed

ORDINANCE NO. 22-23-30

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-03-35-29-A00-0260-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.3167 empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-03-35-29-A00-0260-0000 (Property), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on July 11, 2023, to review the small-scale amendment to the Property, identified by CPA-23-619SS, which proposes a change to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission recommended approval of CPA-23-619SS and adoption of the subject Future Land Use Map amendment; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-23-619SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-23-619SS, is consistent with the goals, objectives and policies of the Plan; and

WHEREAS, the County has determined that Environmental clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map amendment, CPA-23-619SS; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-23-619SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, the County has determined that the Property that is the subject of CPA-23-619SS is not located within an area of critical state concern; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-03-35-29-A00-0260-0000 consisting of approximately 19.17 acres and more particularly described as:

> The south half of the Southwest one Quarter of the Northwest one Quarter of Section 3, Township 25 South, Range 29 East, Highlands County, Florida, less road right-of-way.

is hereby changed from "Agriculture" to "Medium Density Residential".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Medium Density Residential.

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

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-23-619SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Commerce or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

DONE AND ADOPTED this 15th day of August, 2023.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Chris Campbell, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2129, changing the Official Zoning Atlas for an approximate 19.17-parcel, from Agricultural District (AU) to Mobile Home Parks District (M-2).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 19.17-acre parcel, from Agricultural District (AU) to Mobile Home Parks District (M-2). The parcel currently operates as a citrus grove and is clear of native vegetation.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Medium Density Residential (RM), CPA-23-619SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2129 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 22-23-153, P&Z 2129, changing the Official Zoning Atlas for an approximate 19.17 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2129 for BCC Vista Property Holdings, Mike Kahn Rd.pdf
Application P&Z 2129 - Vista Property Holdings, Mike Kahn Rd.pdf
Resolution P&Z 2129 - Vista Property Holdings, Mike Kahn Rd.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 8/15/2023
Case Number: P&Z 2129	**Case Name:** Vista Property Holdings, LLC – Mike Kahn Road
Agent: Jeff Kennedy	**Property Owners:** Vista Property Holdings, LLC
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Rezone an approximate 19.17-acre parcel, from Agricultural District (AU) to Mobile Home Parks District (M-2)

General Location: An approximate 19.17-acre parcel located at the northeast corner of the intersection of Desoto City Road and Mike Kahn Road, approximately 1.33 miles west of Kenilworth Boulevard, 2.50 miles north of US 98, and 0.73 miles northeast of US 27; the address being 3780 Desoto City Road, Sebring

PARCEL ID: C-03-35-29-A00-0260-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 22-23-153, P&Z 2129, changing the Official Zoning Atlas for an approximate 19.17 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2129, changing the Official Zoning Atlas for an approximate 19.17 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the July 11, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "B. HEARING NUMBER P&Z 2129 – VISTA PROPERTY HOLDINGS, LLC C/O RICK WHIDDEN AND JEFF KENNEDY** An approximate 19.17-acre parcel located at the northeast corner of the intersection of Desoto City Road and Mike Kahn Road, approximately 1.33 miles west of Kenilworth Boulevard, 2.50 miles north of US 98, and 0.73 miles northeast of US 27; the address being 3780 Desoto City Road, Sebring; and abbreviated legal description

as follows: An approximate 19.17-acre parcel located in Section 3, Township 35 South, Range 29 East, Highlands County, Florida.

The Applicant is requesting a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2). Mrs. Hunnicutt read the request and Mr. Garcia presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mr. Boring and seconded by Mrs. Ezell to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2129, changing the Official Zoning Atlas for an approximate 19.17 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 6-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 19.17-acre parcel, from AU to M-2.

The parcel currently operates as a citrus grove. The Applicant is proposing to utilize the property for a mobile home park.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Medium Density Residential (RM), CPA-23-619SS.

2. Notices to Surrounding Property Owners.

On June 7, 2023, notices were mailed to 8 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Grove	AG	AU
Adjacent Property to the North	Cropland	AG	AU
Adjacent Property to the South	Grove	AG	AU
Adjacent Property to the East	Cropland	AG	AU

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the West	Grove	RM	AU

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.3, Medium Density Residential (RM).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.222: Mobile Home Parks District (M-2).

Department Comments and Analysis of Petitioner's Proposal:

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

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

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

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

3. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 100 and 105 feet.
2. **Soils:** The soils underlying the site are *Tavares Sand, 0 to 5 percent slopes* and *Astatula Sand, 0 to 8 percent slopes*.
   Tavares Sand, 0 to 5 percent slopes. The available water capacity is very low, with a rapid to very rapid permeability. Depth to the water table is about 42 to 72 inches. This soil is nearly level to gently sloping and is moderately well drained. For most urban uses, the soil has moderate limitations because of the seasonal high-water table and its relative proximity to the surface.

Astatula Sand, 0 to 8 percent slopes. The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil.

3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is a citrus grove.
2. **Vesting Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of AU.
4. **Proposed Zoning Designation:** The proposed zoning designation is M-2.
5. **Current Population Yield:** The current zoning allows up to 1 dwelling unit per 5 acres. The parcel currently carries a potential population yield of 6 persons; 19.17 ÷ 5 acres = 3.83 dwelling units; 3 dwelling units x 2.25 persons = 6.75 persons.
6. **Proposed Population Density:** The proposed zoning would allow up to 8 dwelling units per acre and carries a potential population yield of 344 persons; 19.17 acres x 8 dwelling units = 153.36 dwelling units; 153 dwelling units x 2.25 person = 344.25.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a mobile home park.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0233C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.

7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Desoto City Road or Mike Kahn Road.
5. **Railroad Access:** The site is located 0.33 miles north of the South Central Florida Express railroad tracks.
6. **Recreation:** The proposed development will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan and the minimum requirements in the M-2 zoning district. A sidewalk is required along Desoto City Road and Mike Kahn Road per Section 12.09.103 of the Highlands County LDRs.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis is required at the time of development.

F. Schools: The permitted uses within the Medium Density Residential Future Land Use designation will generate student impacts to the school district; school concurrency **is** required.

G. Airports: The subject property is located approximately 10.9 miles southeast of the Avon Park Executive Airport and 4.2 miles west of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2129, changing the Official Zoning Atlas for an approximate 19.17 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map

Exhibit 1:

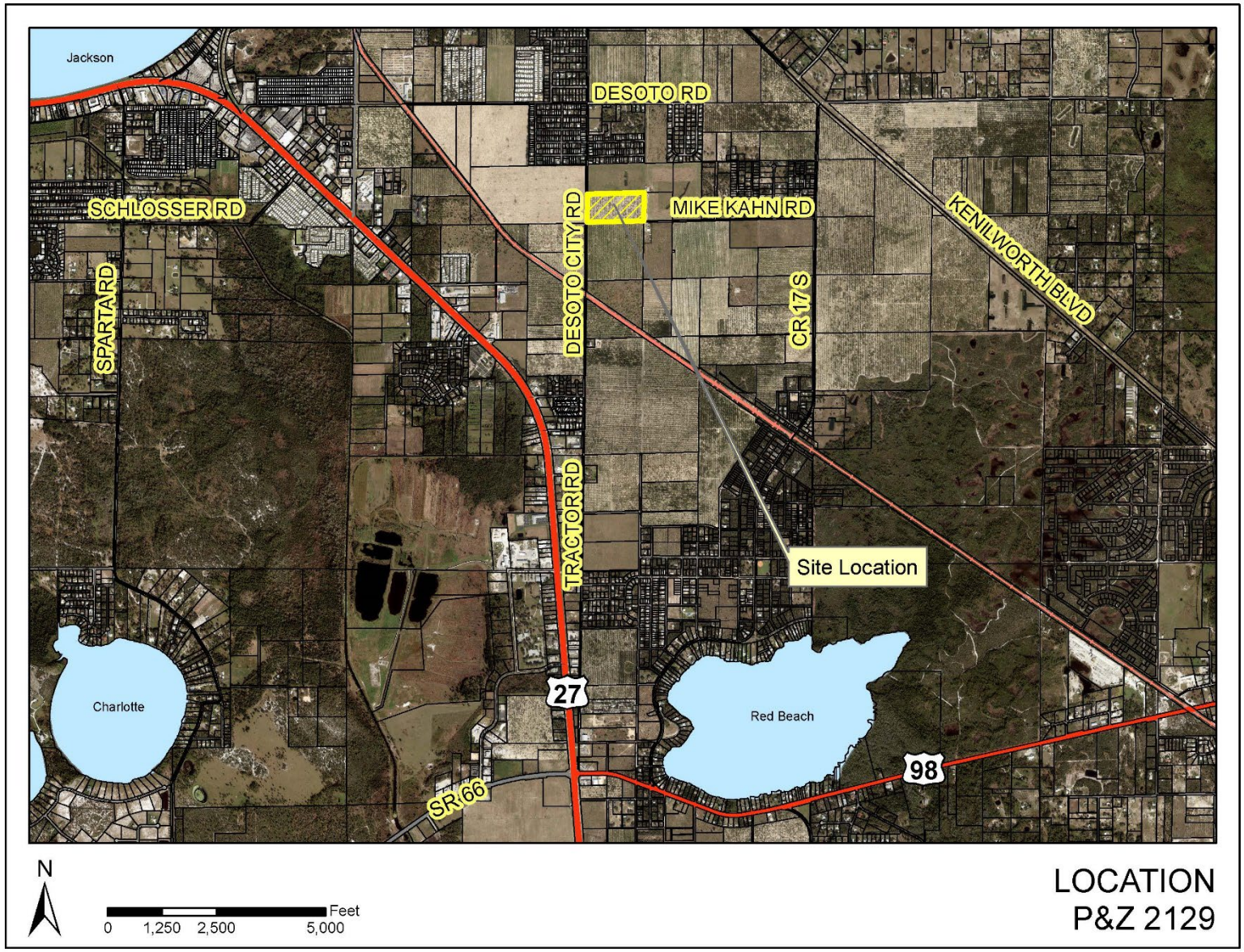

Jackson
DESOTO RD
SCHLOSSER RD
MIKE KAHN RD
KENILWORTH BLVD
SPARTA RD
DESOTO CITY RD
CR 17 S
TRACTOR RD
Site Location
Charlotte
Red Beach
27
98
SR 66
N
0 1,250 2,500 5,000 Feet
LOCATION
P&Z 2129

Exhibit 2:

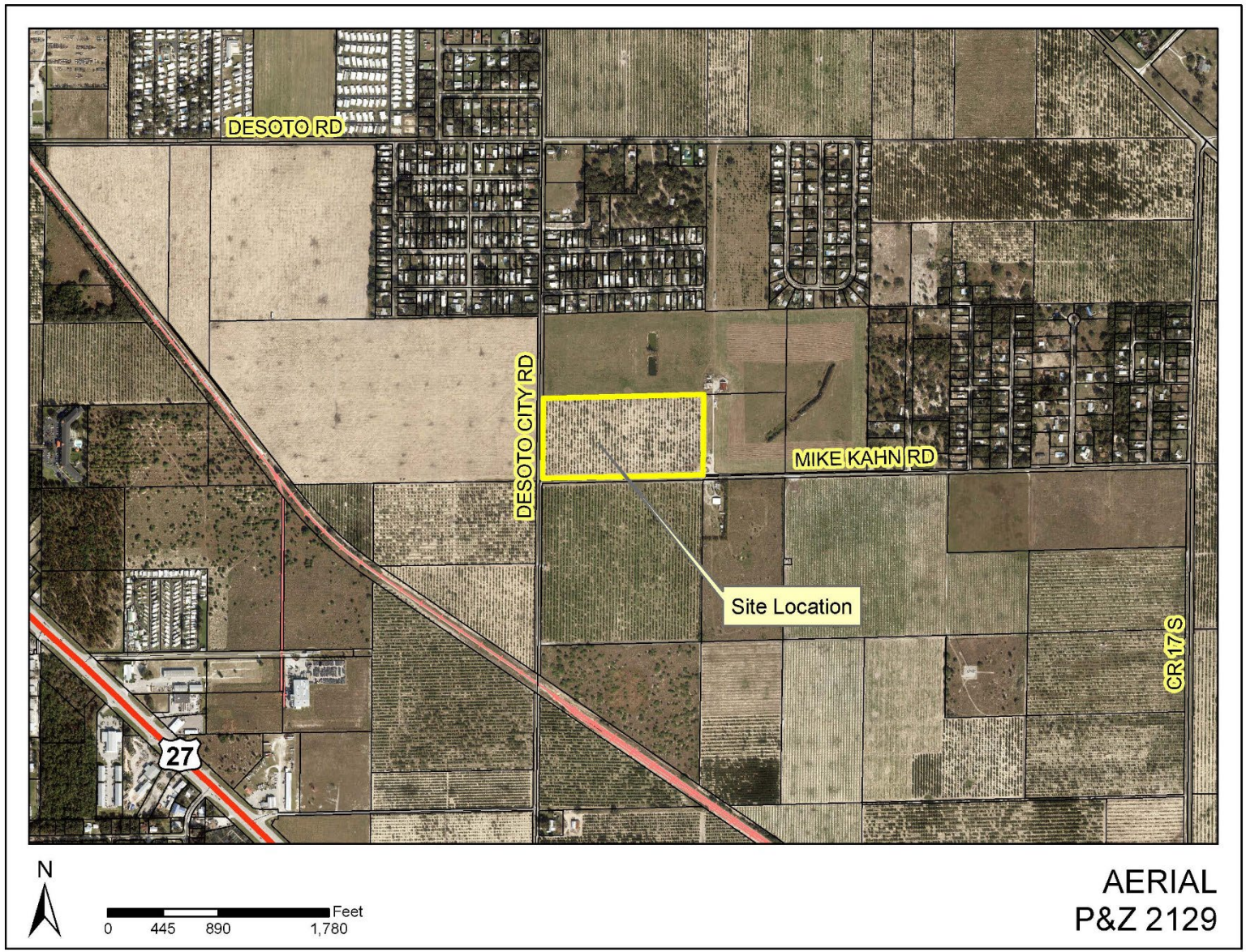

DESOTO RD
DESOTO CITY RD
MIKE KAHN RD
Site Location
CR 17 S
27
N
0
445
890
1,780
Feet
AERIAL
P&Z 2129

Exhibit 3:

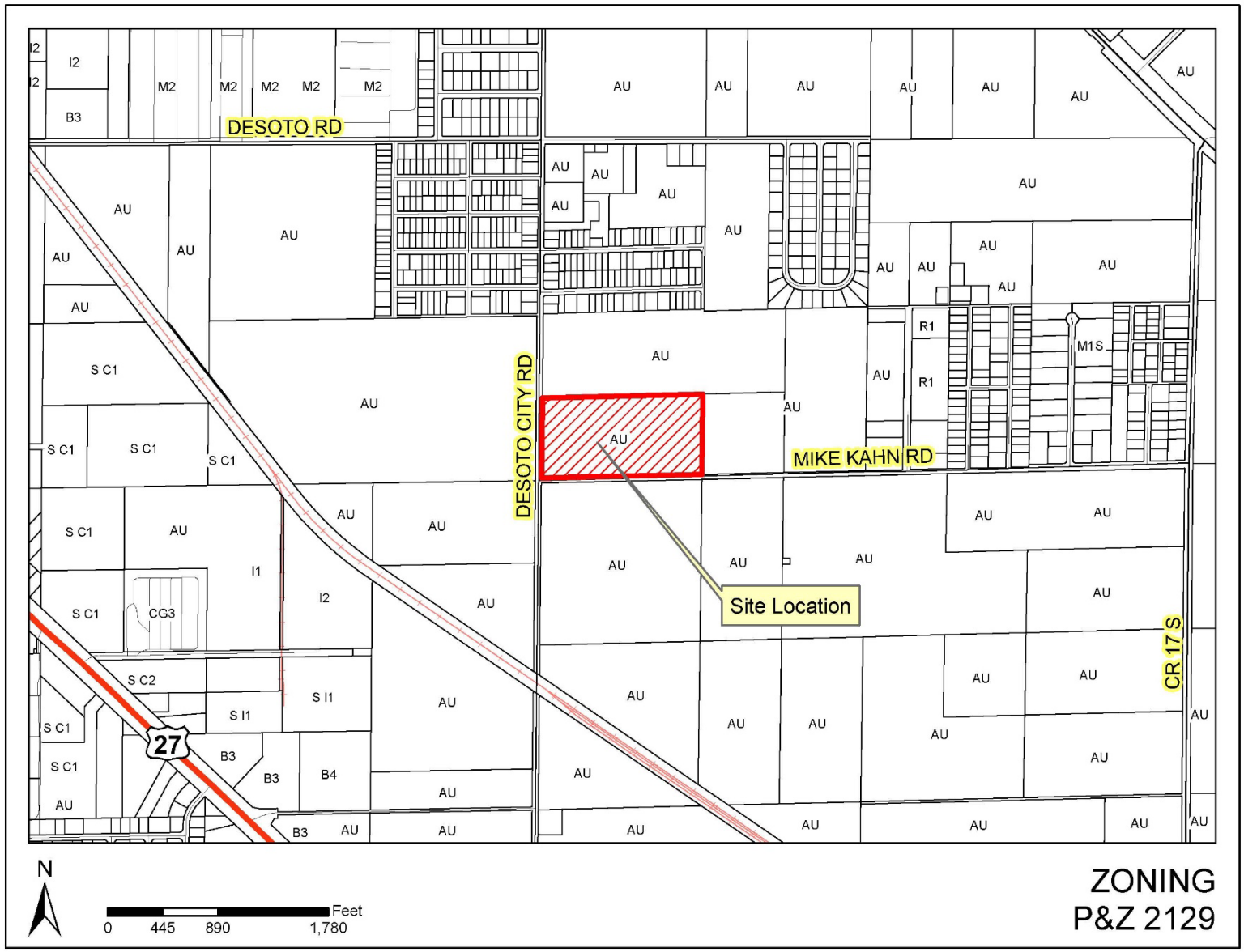
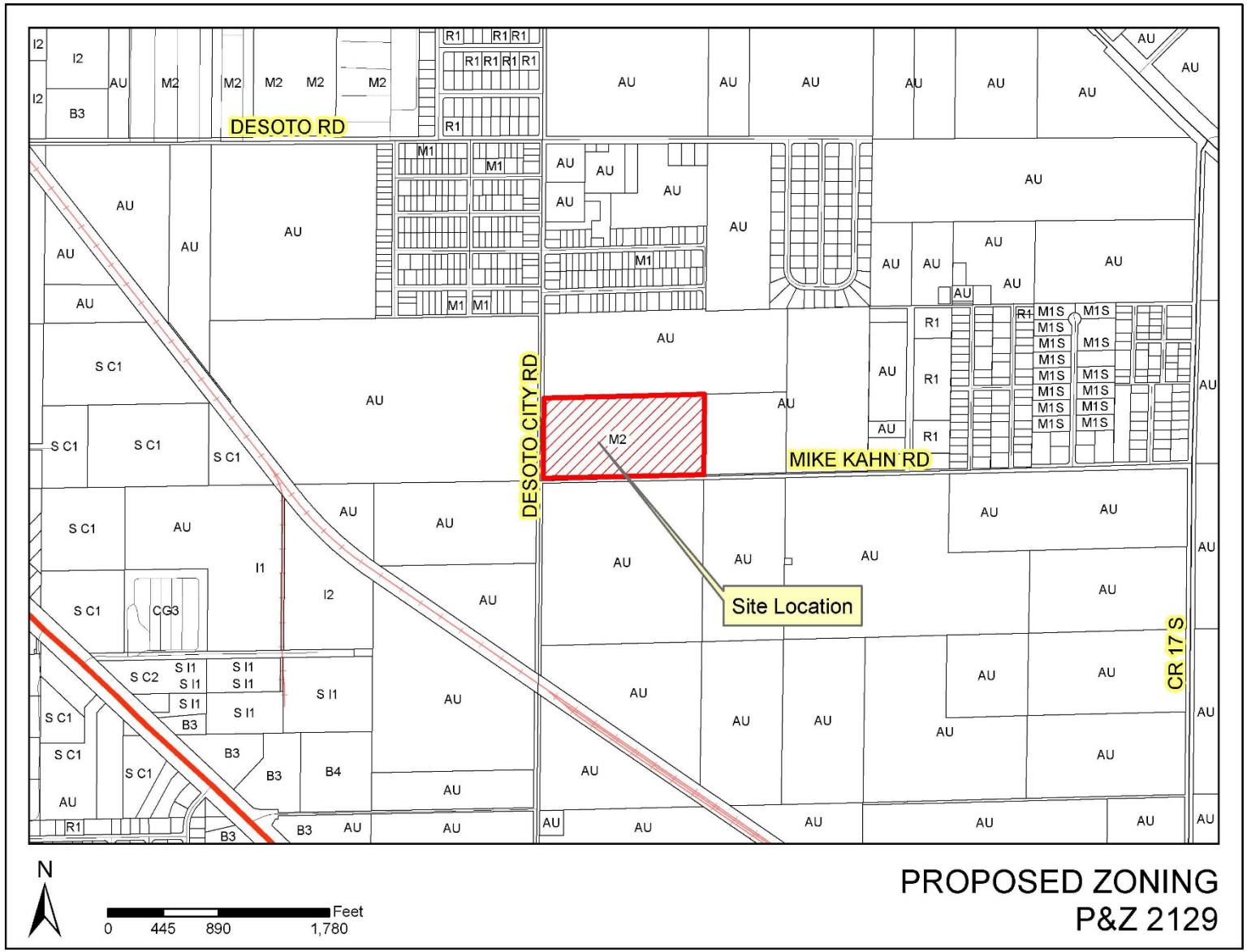

DESOTO RD
DESOTO CITY RD
MIKE KAHN RD
CR 17 S
Site Location
27
N
0 445 890 1,780 Feet
ZONING
P&Z 2129

Exhibit 4:


DESOTO RD
DESOTO CITY RD
MIKE KAHN RD
CR 17 S
Site Location
M2
N
0
445
890
1,780
Feet
PROPOSED ZONING
P&Z 2129

Highlands County, Florida
Zoning Change Application

Zoning change from: AU
Zoning change to: M-2

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2129 / Project # 23050009 **Date of Application:** 5/17/2023
Amount of Fee: $ 1,950.00 **Receipt No.:** 45000001320 **Tax Map No.:** 91-A
Hearing Dates: LP: _____ **P&Z:** 7/11/2023 **BCC:** 8/15/2023

****

This application has been reviewed for completeness and determined sufficient:

Rachel B J 5/17/2023
Zoning Supervisor **Date**

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: VISTA PROPERTY HOLDINGS, LLC C/O HSINI CHIU, MANAGER
   Mailing Address: 5154 EMILINE DR., SAN JOSE, CA 95124
   Telephone No.: 408-512-0979 **E-Mail Address:** SANEEY@GMAIL.COM

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: RICK WHIDDEN AND/OR JEFF KENNEDY
   Mailing Address: 4108 MULLIGAN CT. W., SEBRING, FL 33872
   Telephone No.: 863-835-2055 **E-Mail Address:** JRKENNEDYMAILBOX@GMAIL.COM

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. SEE ATTACHED LEGAL DESCRIPTION

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-03-35-29-A00-0260-0000 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 3780 DESOTO CITY RD., SEBRING, FL 33870

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** AU **Existing Land Use Classification:** AG
   Are the Zoning and Comprehensive Plan Consistent? ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 646 feet, (depth) 1293 feet, street frontage 1939 feet, water frontage 0 feet, **Total acres** 19.41
   If different from the total acreage, the upland, or developable portion is N/A +/- acres.

8. **Are there existing structures on the property?** ☐Yes ■No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____

   If multiple units, the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ■No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ■No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ■No **If Yes,** in whose name and when? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ■No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	FORMER GROVE	AG	AU
South	GROVE	AG	AU
East	FORMER GROVE	AG	AU
West	CITRUS	RM	AU

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** TO FIND A SUITABLE AND CONSISTENT ZONING THAT IS COMPATIBLE WITH SURROUNDING USES AND FUTURE GROWTH IN THIS AREA

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** 114 D.U.

16. **Proposed Development Standards (if applicable):**

    A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
    B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building N/A divided by Parcel size N/A = FAR N/A %

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ■Yes ☐No **If Yes,** the potable water system requirements will be accommodated by the CITY OF SEBRING water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating SEE ATTACHED REPORT gpcd.
b. The facility has a permitted capacity for SEE ATTACHED REPORT gpcd.
c. The facility has an average demand or committed capacity for SEE ATTACHED REPORT gpcd.
d. The facility has an excess capacity of SEE ATTACHED REPORT gpcd.
e. This proposed development will require approximately SEE ATTACHED REPORT gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ■Yes ☐No

If Yes, the wastewater treatment system requirements will be accommodated by the CITY OF SEBRING system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating SEE ATTACHED REPORT gpcd.
b. The facility has a permitted capacity for SEE ATTACHED REPORT gpcd.
c. The facility has an average demand or committed capacity for SEE ATTACHED REPORT gpcd.
d. The facility has an excess capacity of SEE ATTACHED REPORT gpcd.
e. This proposed development will require approximately SEE ATTACHED REPORT gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ■Yes ☐No _____ **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.
SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the WASTE CONNECTIONS / HIGHLANDS COUTY LANDFILL refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: ON SITE CLUBHOUSE AND RECREATION AREAS AND OTHER OPEN SPACE

    Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ■Yes ☐No

    If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZIII.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ■**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ■**No**

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

Highlands County, Florida
Development Services Department Application

OWNER'S (CORPORATION) AFFIDAVIT

I, HSINI CHIU, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line.
No contact is required. x HC
An appointment is required before entering the property. _____

Signed, Sealed and Delivered
In Our Presence:

x Huimin Yang
Print Name: x Huimin Yang

x Liwen Tsai
Print Name: x LIWEN TSAI

VISTA PROPERTY HOLDINGS LLC
a FLORIDA corporation

By: x Hsini Chiu
Print Name: HSINI CHIU
Title: MANAGER

STATE OF ~~FLORIDA~~
COUNTY OF ~~HIGHLAND~~S
The foregoing instrument was acknowledged before me this ___day of _____ 20__, by _____, President, of _____, a _____ corporation, who is personally known to me or who has produced _____ as identification and who did take an oath.

See Attached Jurat
C.M.

_____
Signature

_____
Print Name
Notary Public, State of ~~Florida~~

My Commission Expires:_____

Parcel No. _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 4th day of May, 2023, by Kevin Chin,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

C. MATT HAWKS
Notary Public - California
Santa Clara County
Commission # 2355142
My Comm. Expires Apr 21, 2025

(Seal)

Signature C Matt Hawks



Detail by Entity Name

Florida Limited Liability Company
VISTA PROPERTY HOLDINGS LLC

Filing Information

Document Number	L23000128779
FEI/EIN Number	NONE
Date Filed	03/13/2023
Effective Date	03/18/2023
State	FL
Status	ACTIVE

Principal Address

8635 COMMODITY CIR STE 100
ORLANDO, FL 32819

Mailing Address

5154 EMILINE DR.
SAN JOSE, CA 95124

Registered Agent Name & Address

CHIU, HSINI
8635 COMMODITY CIR STE 100
ORLANDO, FL 32819

Authorized Person(s) Detail

Name & Address

Title MGR

CHIU, HSINI
5154 EMILINE DR.
SAN JOSE, CA 95124

Title MGR

YANG, HUIMIN
3875 PRESCOTT AVE
SAN JOSE, CA 95124

Annual Reports

No Annual Reports Filed

Highlands County, Florida
Development Services Department Application

FORM A. Property Owner Authorization to Applicant

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for RICK WHIDDEN to be the applicant for this REZONING.

HSINI CHIU, MGR. VISTA PROPERTY HOLDINGS LLC
Print Name of Owner

x Hsini Chiu
Signature of Owner
HSINI CHIU

5154 EMILINE DR.
Address: Number and Street (P.O. Box)

SAN JOSE, CA 95124
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

See Attached Jurat
C.M. 5/14/2023

_____
Signature

_____
Print Name

Notary Public, State of Florida
My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 14th day of May, 2023, by Asmi Chiu,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

C. MATT HAWKS
Notary Public - California
Santa Clara County
Commission # 2355142
My Comm. Expires Apr 21, 2025

(Seal)

Signature

FORM A. PROPERTY OWNER AUTHORIZATION TO APPLICANT

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for JEFF KENNEDY to be the applicant for this FUTURE LAND USE CHANGE.

VISTA PROPERTY HOLDINGS LLC
Print Name of Owner

x Hsini Chiu
Signature of Owner

HSINI CHIU, MANAGER

5154 EMILINE DR., SAN JOSE, CA 95124
Address: Number and Street (P.O. Box) City and State (Zip Code)

STATE OF ~~FLORIDA, HIGHLANDS~~ COUNTY

The Foregoing instrument was acknowledged before me this ___ day of _____, 20___ by _____ who is personally known by me or who has produced _____, as identification and who did (did not) take an oath.

See Attached Jurat
C.M. 5/14/2023

_____
Signature

_____
Print Name

Notary Public, State of ~~Florida~~

My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 14th day of May, 2023, by Hsui Chiu,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

C. MATT HAWKS
Notary Public - California
Santa Clara County
Commission # 2355142
My Comm. Expires Apr 21, 2025

(Seal)

Signature C. Matt Hawks

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, RICK WHIDDEN, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

RICK WHIDDEN
Print Name of Agent

Signature of Agent

4108 MULLIGAN CT. W., SEBRING, FL 33872
Address: Number and Street (P.O. Box) City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me this 15 day of May, 2023 by Rick Whidden who is personally known by me or who has produced _____, as identification and who did take an oath:

Janice T. Walker
Notary Public, State Of Florida
Commission No. HH50378
My Commission Expires: 11/17/24

Signature

Janice T. Walker
Print Name

Notary Public, State of Florida

My Commission Expires: 11-17-24

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, JEFF KENNEDY, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

JEFF KENNEDY
Print Name of Agent

Signature of Agent

7045 COUNTY RD. 17 S. SEBRING, FL 33872
Address: Number and Street (P.O. Box) City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me this 15 day of May 2023 by Jeff Kennedy who is personally known by me or who has produced _____, as identification and who did take an oath:

Signature

Janice T. Walker
Print Name

Notary Public, State of Florida

My Commission Expires: 11-17-24

Janice T. Walker
Notary Public, State Of Florida
Commission No. HH50378
My Commission Expires: 11/17/24

JOHN SHOOP MAYOR

COUNCIL:
LENARD CARLISLE, PRESIDENT
ROLAND BISHIP, PRO-TEMPORE
HARRISON HAVERY
TERRY MENDEL
JOSH STEWART

SEBRING
CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

May 1, 2023

To Whom It May Concern:

Re: 3780 Desoto City Road, Sebring FL 33870 – Parcel I.D. C-03-35-29-A00-0260-0000.

Listed below is the water and wastewater capacities data requested for the above referenced parcel.

Potable Water

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,933,000 GPD
Excess capacity: 1,878,000 GPD
This development demand: N/A GPD

Wastewater Treatment

Designed capacity: 2,000,000 GPD
Permitted capacity: 2,000,000 GPD
Committed capacity: 1,248,000 GPD
Excess capacity: 752,000 GPD
This development demand: N/A GPD

Please let me know if you have any questions or if I may be of further assistance.

Best regards,

Bob Boggus
Utilities Director

cc: Kim Shands, Administrative Coordinator
File

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Departme...
Anjelica Tinajero Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

School Board of Highlands County
School Capacity Planning Tool for Comprehensive Plan Amendments

May 2, 2023

Jeff Kennedy
7045 County Road 17 South
Sebring, FL 33876

School Year of Analysis: **2022/2023**

Proposed Development:
Applicant:
Location (map attached): 3780 DeSoto City Road, Sebring, FL
C-03-35-29-A00-0260-0000

School Attendance Zones:
Elementary: **Cracker Trail Elementary**
Middle: **Sebring Middle**
High: **Sebring High**

Maximum Proposed Dwelling Units: ___Single Family ___120___Mobile Home ___ Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2022/2023 Student Generation Rates by Dwelling Unit Type

Dwelling unit Type	Elementary (K-5)	Middle (6-8)	High (9-12)
Single Family	0.129	0.061	0.074
Mobile Home	0.086	0.041	0.049
Multi-Family	0.080	0.038	0.046

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

Departme...
Anjelica Tinajero Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
Cracker Trail Elementary	196.90	0	196.90	10.32	186.58
Sebring Middle	124.21	0	124.21	4.92	119.29
Sebring High	527.98	0	527.98	5.88	522.10

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,

Anjelica Tinajero
Assistant Superintendent of Business/Operations

AT/cp

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

VISTA PROPERTIES – LEGAL (DESOTO & KAHN)

The South one half of the Southwest one quarter of the Northwest one quarter of Section 3, Township 35 South, Range 29 East, Highlands County, Florida, less road right-of-way.

RESOLUTION NO. 22-23-153

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-03-35-29-A00-0260-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-03-35-29-A00-0260-0000 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering residential objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

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

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-03-35-29-A00-0260-0000 and more particularly described as:

> The south half of the Southwest one Quarter of the Northwest one Quarter of Section 3, Township 25 South, Range 29 East, Highlands County, Florida, less road right-of-way.

is hereby changed from Agricultural District (AU) to Mobile Home Parks District (M-2).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Mobile Home Parks District, M-2.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2129, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 8. Effective Date. This Resolution shall take effect immediately after Highlands County Ordinance 22-23-153, adopting a small-scale comprehensive plan amendment, CPA-23-619SS, changing the land use designation on the Property from Agriculture (AG) to Medium Density Residential (RM).

DONE AND ADOPTED, this 15th day of August 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Mr. Chris Campbell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-620SS, for an approximate 9.79-parcel, from Agriculture (AG) to Medium Density Residential (RM).**

STATEMENT OF ISSUE

The Applicant is requesting a small scale comprehensive plan amendment for an approximate 9.79-parcel to change the Future Land Use Map from Agriculture (AG) to Medium Density Residential (RM). The parcel currently operates as a citrus grove and is clear of native vegetation.

There is a companion request for a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2), P&Z 2130.

The Planning and Zoning Commission recommended approval of CPA-23-620SS as presented.

RECOMMENDED ACTION

Move adopt by Ordinance 22-23-31 approving CPA-23-620SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.79 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-620SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-23-620SS for BCC Vista Property Holdings, MLK Blvd.pdf
Application CPA-23-620SS Vista Property Holdings LLC.pdf
Ordinance CPA-23-620SS Vista Property Holdings, MLK Blvd.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 8/15/2023
Case Number: CPA-23-620SS	**Case Name:** Vista Property Holdings, LLC – MLK Boulevard
Agent: Jeff Kennedy	**Property Owners:** Vista Property Holdings, LLC
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Change the Future Land Use Map (FLUM) for an approximate 9.79-acre parcel, from Agriculture (AG) to Medium Density Residential (RM)

General Location: An approximate 9.79-acre parcel located on the east side of Martin Luther King Jr. Boulevard, approximately 0.58 miles south of Arbuckle Creek Road, 0.96 miles northeast of Sebring Parkway, and 0.88 miles north of E O Douglas Avenue; the address being 1730 Martin Luther King Jr. Boulevard, Sebring

PARCEL ID: C-21-34-29-050-0131-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance 22-23-31, CPA-23-620SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.79 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-620SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-620SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.79 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-620SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the July 11, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "C. HEARING NUMBER CPA-23-620SS – VISTA PROPERTY HOLDINGS, LLC C/O RICK WHIDDEN AND JEFF KENNEDY** An approximate

9.79-acre parcel located on the east side of Martin Luther King Jr. Boulevard, approximately 0.58 miles south of Arbuckle Creek Road, 0.96 miles northeast of Sebring Parkway, and 0.88 miles north of E O Douglas Avenue; the address being 1730 Martin Luther King Jr. Boulevard, Sebring; and legally described as follows: The south ½ of Farms 13 and 14, in Section 21, Township 34 South, Range 29 East, Lakeview Park Tract, according to the Plat thereof as recorded in Transcript Book, Page 11, of the Public Records of Highlands County, Florida.

The Applicant is requesting a small-scale Comprehensive Plan amendment to amend the future land use map designation from Agriculture (AG) to Medium Density Residential (RM). Mrs. Hunnicutt read the request and Mr. Garcia and Mr. Kennedy presented the request. There were no letters received; one (1) member of the audience spoke with concerns including the number of proposed units, school concurrency, and drainage and one (1) member of the audience asked about the timing of the development.

Motion by Mrs. Ezell and seconded by Ms. Pipal to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-620SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.79 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-620SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 6-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Future Land Use Map of an approximate 9.79-acre parcel, from AG to RM.

The parcel currently operates as a citrus grove. The Applicant is proposing to utilize the property for a mobile home park.

There is a companion request for a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2), P&Z 2130.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Citrus Grove	AG	AU
Adjacent Property to the North	Grove (Proposed Mobile Home Park recently approved)	RM	Mobile Home Parks District with a Flexible Unit Development (M-2 FUD)

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the South	Mobile Homes	RM	Mobile Home Subdivisions (M-1)
Adjacent Property to the East	Grove (Proposed Mobile Home Park recently Approved)	RM	M-2 FUD
Adjacent Property to the West	Mobile Homes	RM	Mobile Home and Residential Subdivisions District (M-1-S)

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.3, Medium Density Residential (RM).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.222: Mobile Home Parks District (M-2).

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

Future Land Use Element

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

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

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

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

Infrastructure Element

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

Policy 6.5, Mandatory Connection to Central Water System:

A. Except for lots greater than one gross acre, require connection to the central water system for all new development within one-quarter mile of an existing water line.

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

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

a. Connect to an existing system.

Department Comments and Analysis of Petitioner's Proposal:

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

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

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

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

3. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as slightly sloping with an elevation between 120 and 145 feet.
2. **Soils:** The soil underlying the site is Astatula Sand, 0 to 8% slopes. The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation and contains a citrus grove.

B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is a citrus grove.
2. **Vesting Rights:** None.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Agriculture.
4. **Proposed FLUM Designation:** The proposed FLUM designation is Medium Density Residential.
5. **Current FLUM Population Yield:** The current FLUM allows up to 1 dwelling unit per 5 acres. The parcel currently carries a potential population yield of 2 persons; 9.79 ÷ 5 acres = 1.95 dwelling units; 1 dwelling unit x 2.25 persons = 2.25 persons.
6. **Proposed FLUM Density:** The proposed FLUM would allow up to 8 dwelling units per acre and carries a potential population yield of 175 persons; 9.79 acres x 8 dwelling units = 78.32 dwelling units; 78 dwelling units x 2.25 person = 175.50.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a mobile home park.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0143C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.

3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Martin Luther King Jr. Blvd.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks or rail spurs.
6. **Recreation:** The proposed development will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan and the minimum requirements in the M-2 zoning district. A sidewalk is required along Martin Luther King Jr. Blvd. per Section 12.09.103 of the Highlands County LDRs.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis is required at the time of development.

F. **Schools:** The permitted uses within the Medium Density Residential Future Land Use designation will generate student impacts to the school district; school concurrency **is** required.

G. **Airports:** The subject property is located approximately 7.8 miles southeast of the Avon Park Executive Airport and 6.0 miles west of the Sebring Regional Airport.

H. **Fundamental Planning Analysis ref. Comprehensive Plan:**

(1) Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators: *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* The site can be developed without adversely affecting natural resources or ecosystems and is considered a promotion of infill development originating from the municipal limits of Sebring. The site is located in an area with other residential land uses.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The future development will be able to connect to existing central potable water and wastewater systems. Fire services and law enforcement are already available.

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* The property is located less than two miles from Sebring Middle School and Sebring High School. It is also located less than two miles from the Sports Complex. Locating close to schools and recreation promotes walkability.

(4) *Promotes conservation of water and energy:* The property is located in an existing urbanized area with nearby schools, recreation, and commercial uses. Building in this area will reduce travel time for vehicles, thereby conserving energy.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* This indicator is not applicable.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* The future development will locate on already disturbed natural lands; hence, the development preserves other open space and natural lands. It is also located near recreational accommodations.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The proposed development is in an existing residential area, near schools and recreation uses.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed Small Scale Comprehensive Plan Amendment.

Historical and Archaeological Clearance: The proposed Small Scale Comprehensive Plan Amendment **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-620SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.79 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-620SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Proposed Future Land Use Map

Exhibit 1:

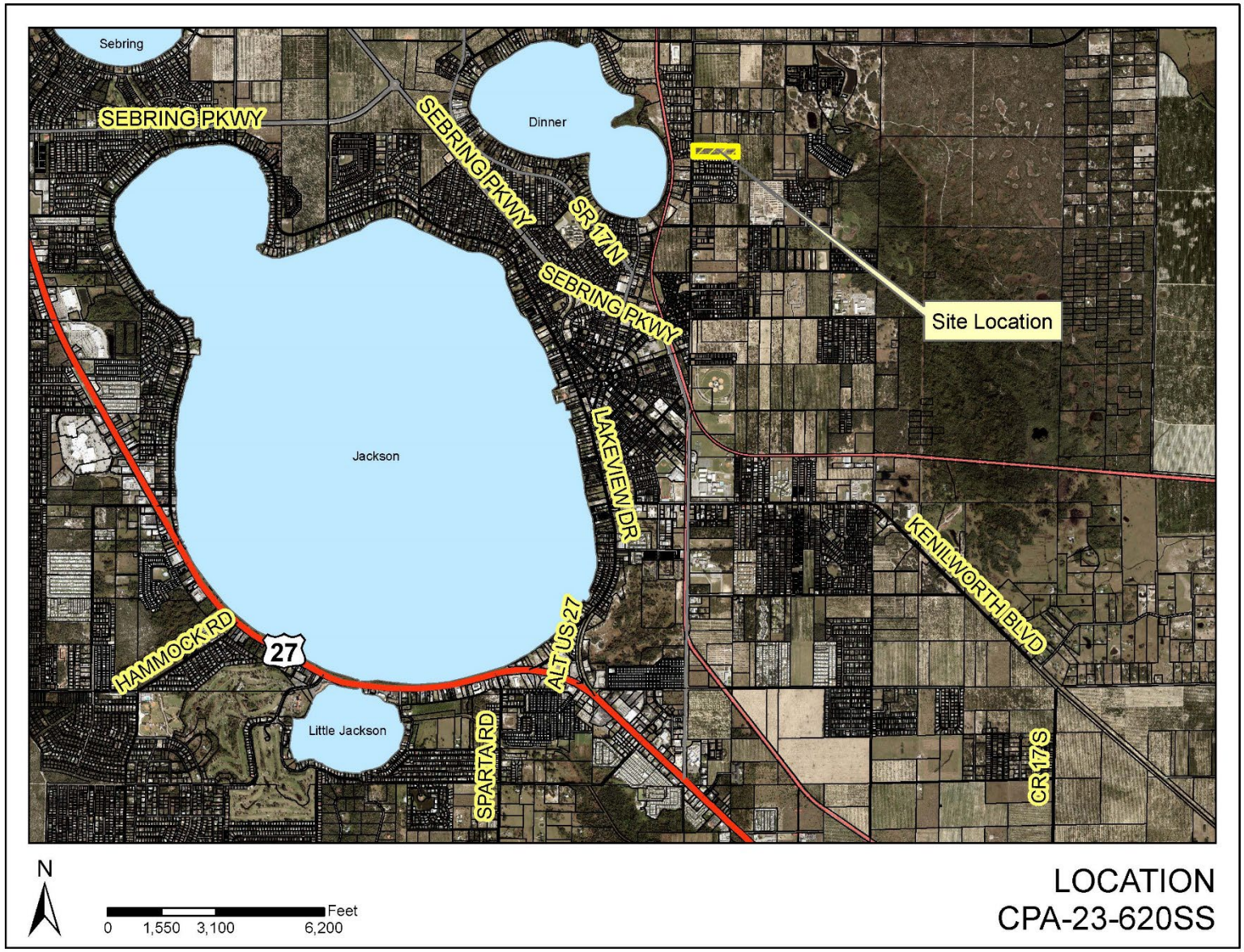

Sebring
SEBRING PKWY
SEBRING PKWY
Dinner
SR 17N
SEBRING PKWY
Site Location
Jackson
LAKEVIEW DR
KENILWORTH BLVD
HAMMOCK RD
27
ALT US 27
Little Jackson
SPARTA RD
CR 17S
N
Feet
0
1,550
3,100
6,200
LOCATION
CPA-23-620SS

Exhibit 2:

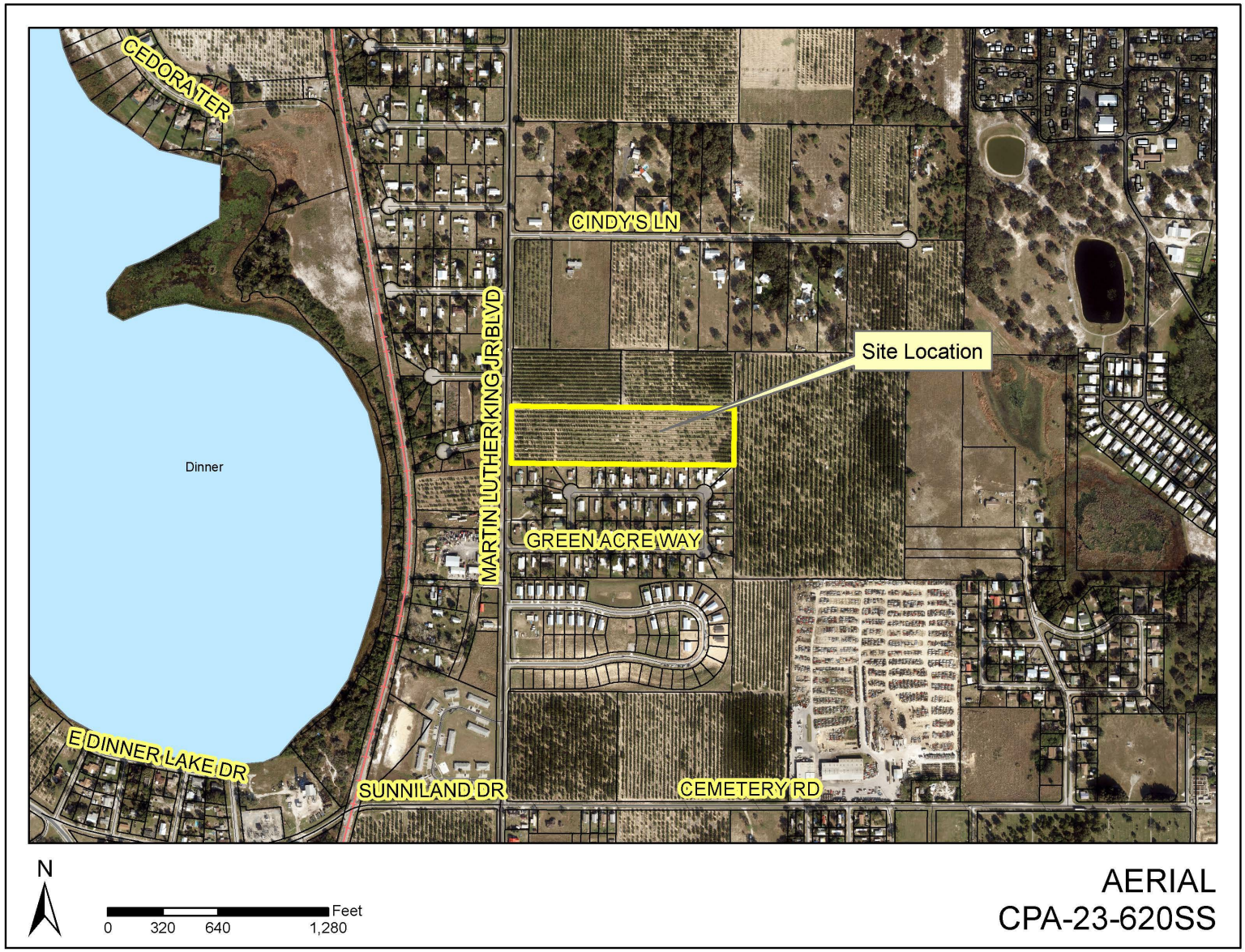

CEDORA TER
CINDY'S LN
MARTIN LUTHER KING JR BLVD
Site Location
Dinner
GREEN ACRE WAY
E DINNER LAKE DR
SUNNILAND DR
CEMETERY RD
N
0
320
640
1,280
Feet
AERIAL
CPA-23-620SS

Exhibit 3:

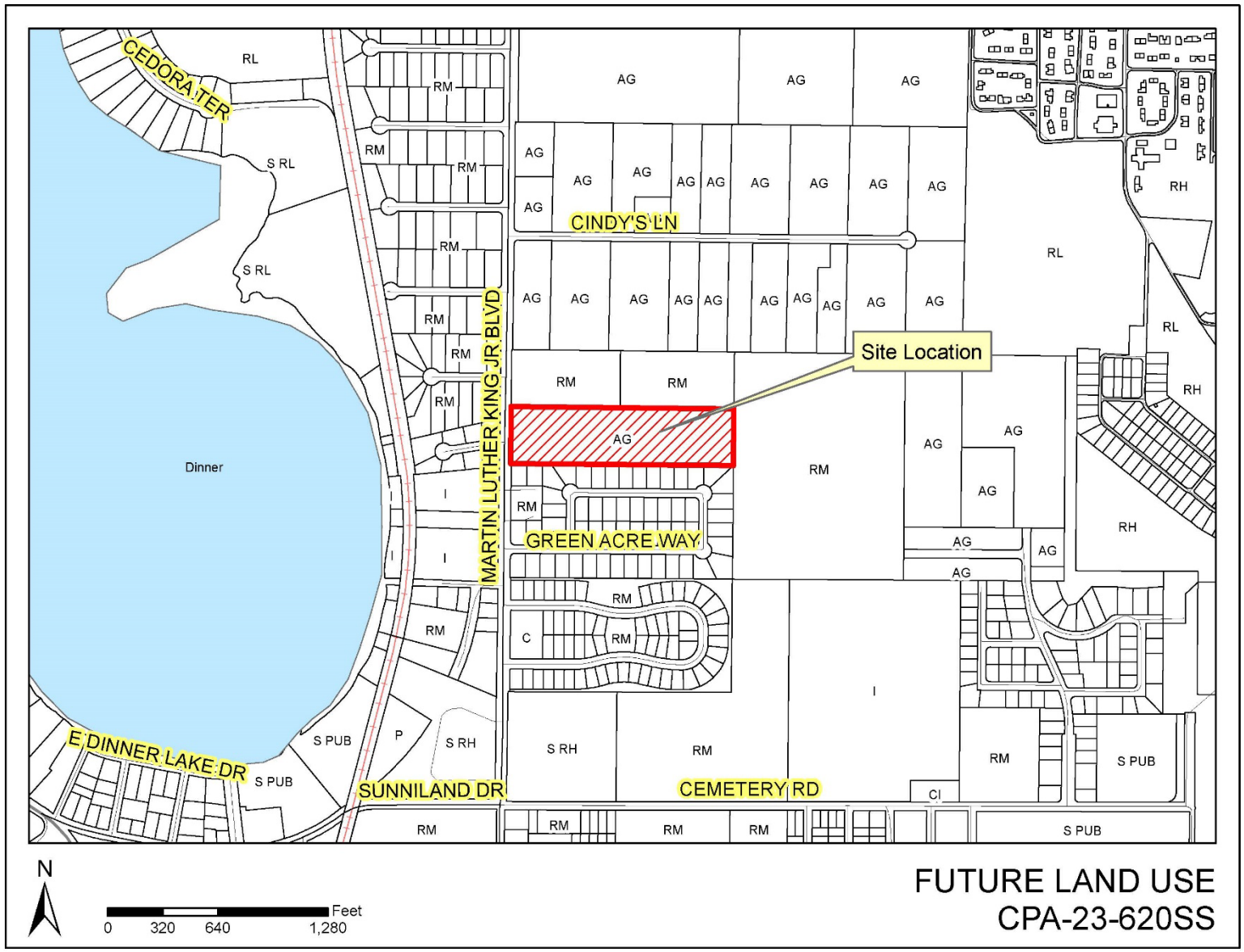
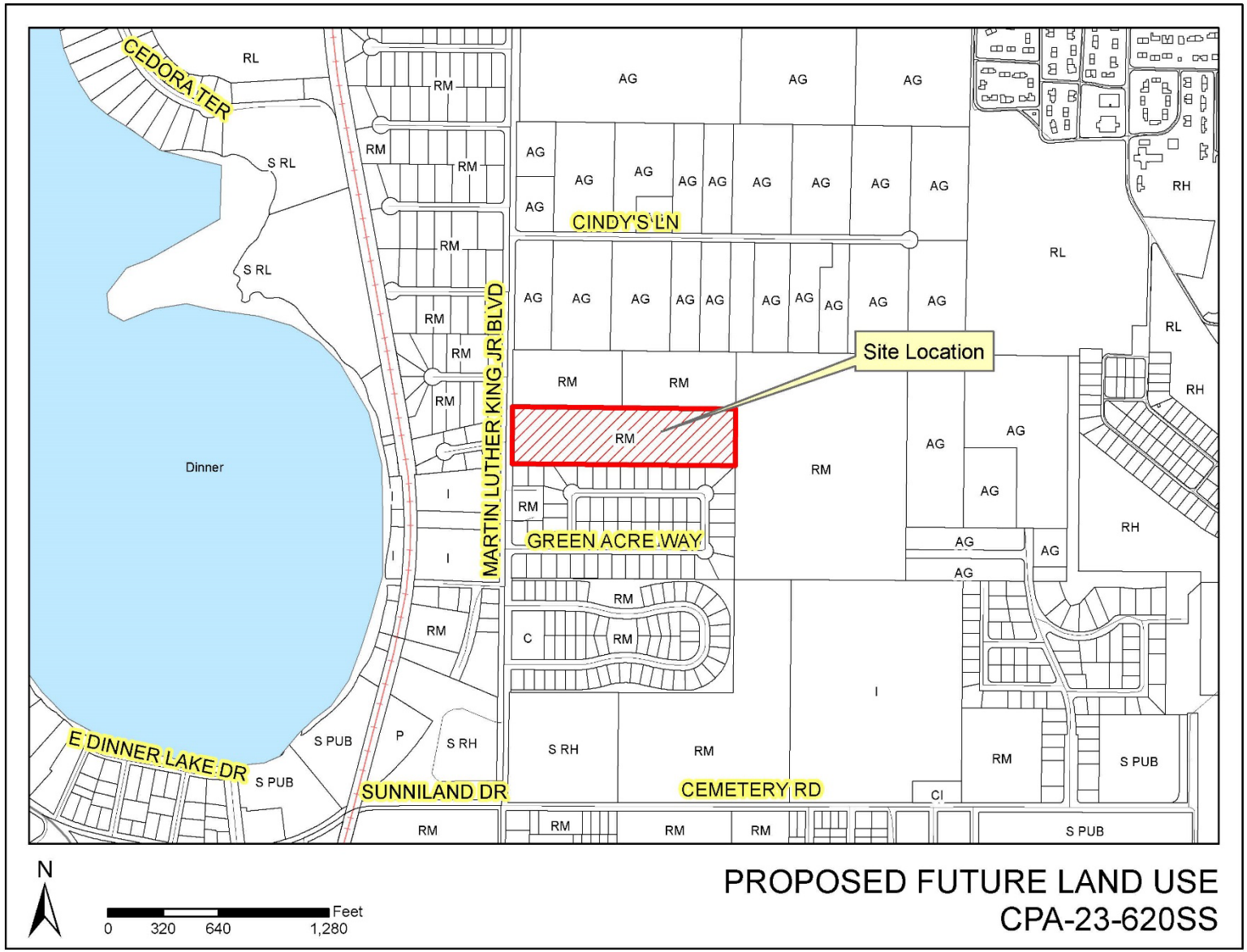

CEDORA TER
CINDY'S LN
MARTIN LUTHER KING JR BLVD
Site Location
GREEN ACRE WAY
E DINNER LAKE DR
SUNNILAND DR
CEMETERY RD
Dinner
RL
S RL
RM
AG
RH
C
I
CI
P
S PUB
S RH
N
0
320
640
1,280
Feet
FUTURE LAND USE
CPA-23-620SS

Exhibit 4:


CEDORA TER
CINDY'S LN
MARTIN LUTHER KING JR BLVD
GREEN ACRE WAY
E DINNER LAKE DR
SUNNILAND DR
CEMETERY RD
Site Location
Dinner
RL
S RL
RM
AG
RH
I
C
P
CI
S PUB
S RH
N
0
320
640
1,280
Feet
PROPOSED FUTURE LAND USE
CPA-23-620SS

Highlands County, Florida
Comprehensive Plan Amendment Application

☑ Small Scale Comprehensive Plan Map Amendment (100 acres or less)
☐ Large Scale Comprehensive Plan Map Amendment (more than 100 acres)

Change from: AG Change to: RM

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

STAFF USE ONLY:

Case Number: CPA-23-620(SS)/LS **Date of Application:** 5/17/2023

Amount of Fee: $ 1500.00 **Tax Map No.:** 89-C project #1 23050012

Hearing Dates: P&Z 7 / 11 / 23 BOCC 8 / 16 / 23 Receipt # 45000001319

This application has been reviewed for completeness and determined sufficient.

Melanie Pepper
Signed: Planning and Zoning Manager **Date**

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-21-34-29-050-0131-0000 **STRAP No. C-**___-___-___-___-____-_____-_____

STRAP No. C-___-___-___-___-____-_____-_____ **STRAP No. C-**___-___-___-___-____-_____-_____

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   Print Name(s): VISTA PROPERTY HOLDINGS, LLC, HSINI CHIU, MAN. MBR.

   Mailing Address: 5154 EMILINE DR., SAN JOSE, CA, 95124

   Daytime Telephone No. (408) 512-0979 **E-Mail Address:** SANEEY@GMAIL.COM

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   Print Name: RICK WHIDDEN AND/OR JEFF KENNEDY

   Mailing Address: 4108 MULLIGAN CT. W., SEBRING, FL 33872

   Daytime Telephone No. (863) 835-2055 **E-Mail Address:** JRKENNEDYMAILBOX@GMAIL.COM

NOTARIZED AUTHORIZATION:

- ☐ If the Applicant is not the Owner of the property, a written, notarized authorization from each Owner must be provided with this application – use Form A, attached. Property Owner authorization is required. If the Property Owner withdraws permission at any point during the review and approval process, the application is considered null and void.

- ☑ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved:
   APPLICANT IS REQUESTING RM LAND USE FOR M-2 ZONING THAT WILL BE CONSISTENT WITH RM LAND USES AND M-2 ZONING TO EAST AND NORTH; AND RM LAND USE & M-1 ZONING TO WEST AND SOUTH

4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.

   a. Goal(s) FLU ELEMENT
   b. Objective(s) OBJECTIVE 1 GROWTH MANAGEMENT
   c. Policy(ies) POLICY 1.2.D.3

PROPERTY INFORMATION:

5. **Legal Description(s) of Property Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description: complete description including section, township and range.
   SEE ATTACHED

6. **Street Address(es) of Property Covered by the Application**:
   1730 MARTIN LUTHER KING JR BLVD, SEBRING, FL 33870

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable**: VISTA PROPERTIES - MLK BLVD

8. **Existing Zoning District:** AU **Existing Future Land Use Classification:** AG

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
   CITRUS GROVE

10. **Are there existing structures on the property?** ☐ **Yes** ☑ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)

If multiple units, the number of dwellings per building: _____

11. **Existing Property Information:** Size of Property (width) 330 feet, (depth) 1292 feet, road frontage 330 feet, water frontage 0 feet, **Total acres:** 9.79+/-

If different from the total acreage, the developable portion is N/A +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☐ **Yes** ☑ **No** **If yes,** explain:

14. **Current Uses on the Adjacent Properties:**

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	GROVE	RM	M-2
South	MOBILE HOME SUB.	RM	M-1
East	GROVE	RM	M-2
West	MOBILE HOME SUB.	RM	M-1-S

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** 59 D.U.

16. **Residential Density:** The proposed density is 6 units per acre.

17. **Intensity:** The proposed intensity is N/A square feet at N/A Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☑ **Yes** ☐ **No**
If yes, the potable water system requirements will be accommodated by the CITY OF SEBRING water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☑ **Yes** ☐ **No**
If Yes, the wastewater treatment system requirements will be accommodated by the CITY OF SEBRING system. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

I. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

END OF APPLICATION

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

5. Notarized authorization for agent to submit petition, as applicable (Form B)
6. Public Utility Information Request Sample Letter
7. Public School Information Request Sample Letter
8. Application Due Dates
9. Fee Schedule

PRELIMINARY CONCURRENCY EVALUATION

ENGINEERING INFORMATION ON THIS PAGE IS TO BE SECURED BY THE APPLICANT.

Traffic Levels of Service: Roadway Level of Service Standards are established by TE Policy 8.2. THE APPLICANT IS RESPONSIBLE FOR SECURING FROM THE COUNTY ENGINEER OR DESIGNEE A DETERMINATION AS TO WHETHER A COMPREHENSIVE PLAN TRAFFIC STUDY IS REQUIRED FOR THIS AMENDMENT. If a Land Development Traffic Assessment (LDTA) or Comprehensive Plan Amendment Impact Study (TIS) is not required, this application is to be endorsed confirming clearance: (to be circled by Reviewer)

A. Small Project: No Traffic Impact Study Required.

B. Minor Land Development Traffic Assessment or Comprehensive Plan Amendment Traffic Impact Study: A development which generates 150 but less than or equal to 1,000 average daily trips.

   1. Required with this application.
   2. Required at the time of development JDL 5/15/23

C. Major Land Development Traffic Assessment or a Comprehensive Plan Amendment Traffic Impact Study: A development which generates more than 1,000 average daily trips.

   1. Required with this application
   2. Required at the time of development

D. TRAFFIC STUDY REQUIRED AT THE TIME OF DEVELOPMENT

		JDL	5/15/2023
Reviewer's Signature	Date	County Engineer's Signature	Date

VISTA PROPERTIES – LEGAL (MLK BLVD)

The South ½ of Farms 13 and 14, in Section 21, Township 34 South, Range 29 East, LAKEVIEW PARK TRACT, according to the map or plat thereof recorded in Transcript Book, Page 11, Public Records of Highlands County, Florida.

JOHN SHOOP MAYOR

COUNCIL:
LENARD CARLISLE, PRESIDENT
ROLAND BISHIP, PRO-TEMPORE
HARRISON HAVERY
TERRY MENDEL
JOSH STEWART

SEBRING
CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

May 1, 2023

To Whom It May Concern:

Re: 1730 Martin Luther King Blvd., Sebring, FL 33870 – I.D. C-21-34-050-0131-0000.

Listed below is the water and wastewater capacities data requested for the above referenced parcel.

Potable Water

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,933,000 GPD
Excess capacity: 1,878,000 GPD
This development demand: N/A GPD

Wastewater Treatment

Designed capacity: 2,000,000 GPD
Permitted capacity: 2,000,000 GPD
Committed capacity: 1,248,000 GPD
Excess capacity: 752,000 GPD
This development demand: N/A GPD

Please let me know if you have any questions or if I may be of further assistance.

Best regards,

Bob Boggus
Utilities Director

cc: Kim Shands, Administrative Coordinator
File

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Anjelica Tinajero Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

School Board of Highlands County
School Capacity Planning Tool for Comprehensive Plan Amendments

May 2, 2023

Jeff Kennedy
7045 County Road 17 South
Sebring, FL 33876

School Year of Analysis: **2022/2023**

Proposed Development:
Applicant:
Location (map attached): 1730 Martin Luther King Blvd., Sebring, FL
C-21-34-29-050-0131-0000

School Attendance Zones:
Elementary: **Woodlawn Elementary**
Middle: **Hill-Gustat Middle**
High: **Sebring High**

Maximum Proposed Dwelling Units: ___Single Family ___60___Mobile Home ___ Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2022/2023 Student Generation Rates by Dwelling Unit Type

Dwelling unit Type	Elementary (K-5)	Middle (6-8)	High (9-12)
Single Family	0.129	0.061	0.074
Mobile Home	0.086	0.041	0.049
Multi-Family	0.080	0.038	0.046

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop, Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

The School Board of Highlands County
Transforming Today's Learners Into Tomorrow's Leaders

Department
Anjelica Tinajero Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
Woodlawn Elementary	38.80	0	38.80	5.16	33.64
Hill-Gustat Middle	233.40	0	233.40	2.46	230.94
Sebring High	527.98	0	527.98	2.94	525.04

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,

Anjelica Tinajero

Anjelica Tinajero
Assistant Superintendent of Business/Operations

AT/cp

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, RICK WHIDDEN, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

RICK WHIDDEN
Print Name of Agent

Signature of Agent

4108 MULLIGAN CT. W.
Address: Number and Street (P.O. Box)

SEBRING, FL 33872
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of May, 2023 by Rick Whidden who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Signature

Janice T. Walker
Print Name

Notary Public, State of Florida
My Commission Expires: _____

Janice T. Walker
Notary Public, State Of Florida
Commission No. HH50378
My Commission Expires: 11/17/24

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, JEFF KENNEDY, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

JEFF KENNEDY
Print Name of Agent

Signature of Agent

7045 C.R. 17 S.,
Address: Number and Street (P.O. Box)

SEBRING, FL 33876
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of May, 2023 by Jeff Kennedy who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Signature

Janice T. Walker
Print Name

Notary Public, State of Florida
My Commission Expires: 11-17-24

Janice T. Walker
Notary Public, State Of Florida
Commission No. HH50378
My Commission Expires: 11/17/24

Highlands County, Florida
Development Services Department Application

OWNER'S (CORPORATION) AFFIDAVIT

I, HSINI CHIU, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line.
No contact is required. x HC
An appointment is required before entering the property. _____

Signed, Sealed and Delivered In Our Presence:

x Huimin Yang
Print Name: x Huimin Yang

x Li Wen Tsai
Print Name: x LI WEN TSAI

VISTA PROPERTY HOLDINGS LLC
a FLORIDA corporation

By: x Huimin Chiu
Print Name: HSINI CHIU
Title: MANAGER

STATE OF ~~FLORIDA~~
COUNTY OF ~~HIGHLAND~~S
The foregoing instrument was acknowledged before me this ___day of _____ 20__, by _____, President, of _____, a _____ corporation, who is personally known to me or who has produced _____ as identification and who did take an oath.

See Attached Jurat
CM 5/14/2023

_____
Signature

_____
Print Name
Notary Public, State of ~~Florida~~

My Commission Expires:_____

Parcel No. _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 4th day of May, 2022, by [illegible],
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

C. MATT HAWKS
Notary Public - California
Santa Clara County
Commission # 2355142
My Comm. Expires Apr 21, 2025

(Seal)

Signature [signature]

FORM A. PROPERTY OWNER AUTHORIZATION TO APPLICANT

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for RICK WHIDDEN to be the applicant for this FUTURE LAND USE CHANGE.

VISTA PROPERTY HOLDINGS LLC
Print Name of Owner

x Hsini Chiu
Signature of Owner
HSINI CHIU, MANAGER

5154 EMILINE DR., SAN JOSE, CA 95124
Address: Number and Street (P.O. Box) City and State (Zip Code)

STATE OF ~~FLORIDA~~, ~~HIGHLANDS~~ COUNTY

The Foregoing instrument was acknowledged before me this ___ day of _____, 20___ by _____ who is personally known by me ☐ or who has produced _____, as identification and who did (did not) take an oath.

See Attached Jurat

_____
Signature

_____
Print Name

Notary Public, State of ~~Florida~~

My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 14th day of May, 2023, by Hon Chiu,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

C. MATT HAWKS
Notary Public - California
Santa Clara County
Commission # 2355142
My Comm. Expires Apr 21, 2025

(Seal) Signature

Highlands County, Florida
Development Services Department Application

FORM A. Property Owner Authorization to Applicant

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for JEFF KENNEDY to be the applicant for this REZONING.

HSINI CHIU, MGR. VISTA PROPERTY HOLDINGS LLC
Print Name of Owner

x Hsini Chiu
Signature of Owner

5154 EMILINE DR.
Address: Number and Street (P.O. Box)

SAN JOSE, CA 95124
City and State (Zip Code)

STATE OF ~~FLORIDA~~
~~HIGHLANDS~~ COUNTY

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

See Attached Jurat
CMB 5/14/2023

_____
Signature

_____
Print Name

Notary Public, State of ~~Florida~~
My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 14th day of May, 2023, by Hóní Chiu,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

C. MATT HAWKS
Notary Public - California
Santa Clara County
Commission # 2355142
My Comm. Expires Apr 21, 2025

(Seal)

Signature

OFFICIAL RECORDS FILE#: 2146485 OR BK 2969 PG 410 PAGES: 3
4/19/2023 12:39:20 PM REC FEES: $27.00 DEED DOC:$1680.00
D.C. MBRENES JEROME KASZUBOWSKI CLERK OF COURTS, HIGHLANDS CO.

Prepared by and return to:
MELISSA E. BARLAUG
Legal Assistant
KARLSON LAW GROUP, P.A.
301 Dal Hall Boulevard
Lake Placid, FL 33852
863-465-5033
File Number: **128-23**
240,000
$27.00 Rec
$1,680.00 Doc

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 11th day of **April, 2023** between **SHOBHA RANI MALGIREDDY** whose post office address is **178 ESSEN PLACE DR, Ballwin, MO 63011 and VAMSIDAR REDDY MALGIREDDY, a married man** whose post office address is **13161 Gallahadion Way, Frisco. TX 75035**, grantor, and **VISTA PROPERTY HOLDINGS LLC, a Florida limited liability company** whose post office address is **5154 Emiline Dr, San Jose, CA 95124**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Highlands County, Florida** to-wit:

The South 1/2 of Farms 13 and 14, in Section 21, Township 34 South, Range 29 East, LAKEVIEW PARK TRACT, according to the map or plat thereof recorded in Transcript Book, Page 11, Public Records of Highlands County, Florida.

Parcel Identification Number: C-21-34-29-050-0131-0000

SUBJECT TO:
1. **Ad valorem taxes and solid waste charges subsequent to 2022;**
2. **Zoning, restrictions, prohibitions and other requirements imposed by governmental authority;**
3. **Restrictions and matters appearing on the plat or otherwise common to the subdivision;**
4. **Public utility easements of record.**

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the grantor as defined by Florida law. The property is in fact VACANT and unimproved land.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2022**.

A. Vishal Kumar.
Witness Name: A. VISHAL KUMAR

MReddy (Seal)
VAMSIDAR REDDY MALGIREDDY

Witness Name: B. Samasa Simha Reddy

State of TX
County of Collin

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 12 day of April, 2023 by VAMSIDAR REDDY MALGIREDDY, who [_] is personally known or [✓] has produced a driver's license as identification.

[Notary Seal]

JAMES STEGALL
Notary Public, State of Texas
Comm. Expires 03-08-2025
Notary ID 132959609

Notary Public

Printed Name: James Stegall

My Commission Expires: 03/08/2025

DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Jennifer Carter

SHOBHA RANI MALGIREDDY

Witness Name: Richard P Smith

State of Missouri
County of St. Louis

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 11 day of April, 2023 by SHOBHA RANI MALGIREDDY, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

SARAH HULSEY
My Commission Expires
September 14, 2023
St. Louis County
Commission #16636221

Notary Public

Printed Name: Sarah Hulsey

My Commission Expires: 09/14/2023

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
VISTA PROPERTY HOLDINGS LLC

Filing Information

Document Number	L23000128779
FEI/EIN Number	NONE
Date Filed	03/13/2023
Effective Date	03/18/2023
State	FL
Status	ACTIVE

Principal Address

8635 COMMODITY CIR STE 100
ORLANDO, FL 32819

Mailing Address

5154 EMILINE DR.
SAN JOSE, CA 95124

Registered Agent Name & Address

CHIU, HSINI
8635 COMMODITY CIR STE 100
ORLANDO, FL 32819

Authorized Person(s) Detail

Name & Address

Title MGR

CHIU, HSINI
5154 EMILINE DR.
SAN JOSE, CA 95124

Title MGR

YANG, HUIMIN
3875 PRESCOTT AVE
SAN JOSE, CA 95124

Annual Reports

No Annual Reports Filed

ORDINANCE NO. 22-23-31

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-21-34-29-050-0131-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.3167 empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-21-34-29-050-0131-0000 (Property), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on July 11, 2023, to review the small-scale amendment to the Property, identified by CPA-23-620SS, which proposes a change to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission recommended approval of CPA-23-620SS and adoption of the subject Future Land Use Map amendment; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-23-620SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-23-620SS, is consistent with the goals, objectives and policies of the Plan; and

WHEREAS, the County has determined that Environmental clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map amendment, CPA-23-620SS; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-23-620SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, the County has determined that the Property that is the subject of CPA-23-620SS is not located within an area of critical state concern; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-21-34-29-050-0131-0000 consisting of approximately 9.79 acres and more particularly described as:

> The south half of Farms 13 and 14, in Section 21, Township 34 South, Range 29 East, Lakeview Park Tract, according to the map or plat thereof recorded in Transcript Book, Page 11, Public Records of Highlands County, Florida.

is hereby changed from "Agriculture" to "Medium Density Residential".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Medium Density Residential.

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

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-23-620SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Commerce or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

DONE AND ADOPTED this 15th day of August, 2023.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Chris Campbell, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2130, changing the Official Zoning Atlas for an approximate 9.79-parcel, from Agricultural District (AU) to Mobile Home Parks District (M-2).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 9.79-acre parcel, from Agricultural District (AU) to Mobile Home Parks District (M-2). The parcel currently operates as a citrus grove and is clear of native vegetation.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Medium Density Residential (RM), CPA-23-620SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2130 as presented.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-154 approving P&Z 2130, changing the Official Zoning Atlas for an approximate 9.79 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2130 for BCC Vista Property Holdings, MLK Blvd.pdf
Application P&Z 2130 - Vista Property Holdings, MLK Blvd.pdf
Resolution P&Z 2130 - Vista Property Holdings, MLK Blvd.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 8/15/2023
Case Number: P&Z 2130	**Case Name:** Vista Property Holdings, LLC – MLK Boulevard
Agent: Jeff Kennedy	**Property Owners:** Vista Property Holdings, LLC
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Rezone an approximate 9.79-acre parcel, from Agricultural District (AU) to Mobile Home Parks District (M-2)

General Location: An approximate 9.79-acre parcel located on the east side of Martin Luther King Jr. Boulevard, approximately 0.58 miles south of Arbuckle Creek Road, 0.96 miles northeast of Sebring Parkway, and 0.88 miles north of E O Douglas Avenue; the address being 1730 Martin Luther King Jr. Boulevard, Sebring

PARCEL ID: C-21-34-29-050-0131-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 22-23-154, P&Z 2130, changing the Official Zoning Atlas for an approximate 9.79 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2130, changing the Official Zoning Atlas for an approximate 9.79 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the July 11, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "D. HEARING NUMBER P&Z 2130 – VISTA PROPERTY HOLDINGS, LLC C/O RICK WHIDDEN AND JEFF KENNEDY** An approximate 9.79-acre parcel located on the east side of Martin Luther King Jr. Boulevard, approximately 0.58 miles south of Arbuckle Creek Road, 0.96 miles northeast of Sebring Parkway, and 0.88 miles north of E O Douglas Avenue; the address being 1730 Martin Luther King Jr. Boulevard, Sebring; and legally described as follows: The south ½ of Farms 13 and 14, in Section 21, Township 34 South, Range 29

East, Lakeview Park Tract, according to the Plat thereof as recorded in Transcript Book, Page 11, of the Public Records of Highlands County, Florida.

The Applicant is requesting a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2). Mrs. Hunnicutt read the request and Mr. Garcia and Mr. Kennedy presented the request. There were no letters received; one (1) member of the audience spoke with concerns including the number of proposed units, school concurrency, and drainage and one (1) member of the audience asked about the timing of the development.

Motion by Mrs. Ezell and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2130, changing the Official Zoning Atlas for an approximate 9.79 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 6-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 9.79-acre parcel, from AU to M-2.

The parcel currently operates as a citrus grove. The Applicant is proposing to utilize the property for a mobile home park.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Medium Density Residential (RM), CPA-23-620SS.

2. Notices to Surrounding Property Owners.

On June 7, 2023, notices were mailed to 81 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Citrus Grove	AG	AU
Adjacent Property to the North	Grove (Proposed Mobile Home Park recently Approved)	RM	Mobile Home Parks District with a Flexible Unit Development (M-2 FUD)
Adjacent Property to the South	Mobile Homes	RM	Mobile Home Subdivisions (M-1)

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the East	Grove (Proposed Mobile Home Park recently Approved)	RM	M-2 FUD
Adjacent Property to the West	Mobile Homes	RM	Mobile Home and Residential Subdivisions District (M-1-S)

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.3, Medium Density Residential (RM).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.222: Mobile Home Parks District (M-2).

Department Comments and Analysis of Petitioner's Proposal:

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

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

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

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

3. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as slightly sloping with an elevation between 120 and 145 feet.
2. **Soils:** The soil underlying the site is Astatula Sand, 0 to 8% slopes. The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil.
3. **Surface Waters:** The subject parcel has no surface water areas.

4. **Vegetative Cover:** The site has been cleared of native vegetation and contains a citrus grove.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is a citrus grove.
2. **Vesting Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of AU.
4. **Proposed Zoning Designation:** The proposed zoning designation is M-2.
5. **Current Population Yield:** The current zoning allows up to 1 dwelling unit per 5 acres. The parcel currently carries a potential population yield of 2 persons; 9.79 ÷ 5 acres = 1.95 dwelling units; 1 dwelling unit x 2.25 persons = 2.25 persons.
6. **Proposed Population Density:** The proposed zoning would allow up to 8 dwelling units per acre and carries a potential population yield of 175 persons; 9.79 acres x 8 dwelling units = 78.32 dwelling units; 78 dwelling units x 2.25 person = 175.50.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a mobile home park.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0143C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.

2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Martin Luther King Jr. Blvd.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks or rail spurs.
6. **Recreation:** The proposed development will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan and the minimum requirements in the M-2 zoning district. A sidewalk is required along Martin Luther King Jr. Blvd. per Section 12.09.103 of the Highlands County LDRs.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis is required at the time of development.

F. **Schools:** The permitted uses within the Medium Density Residential Future Land Use designation will generate student impacts to the school district; school concurrency **is** required.

G. **Airports:** The subject property is located approximately 7.8 miles southeast of the Avon Park Executive Airport and 6.0 miles west of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2130, changing the Official Zoning Atlas for an approximate 9.79 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map

Exhibit 1:

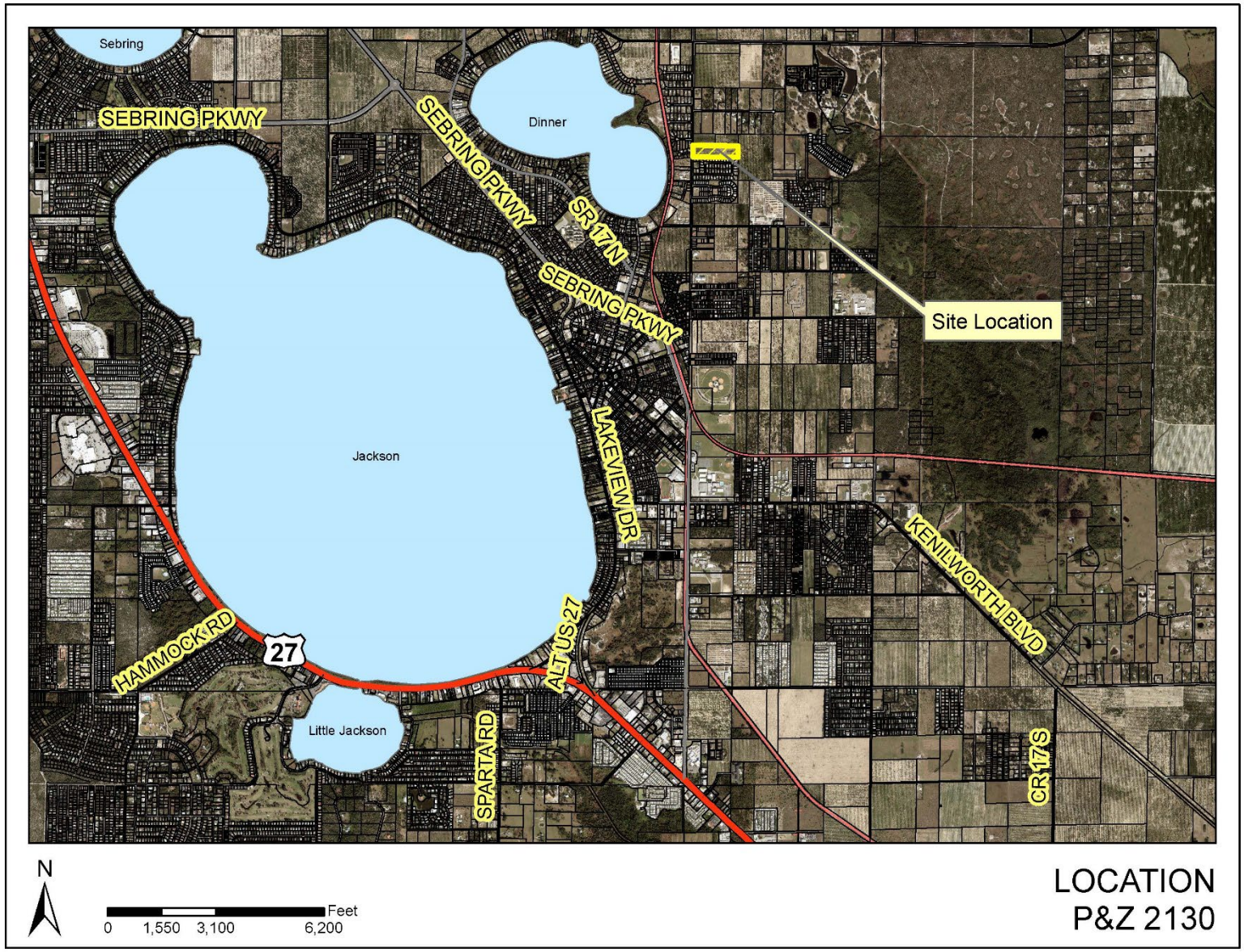

Sebring
SEBRING PKWY
SEBRING PKWY
Dinner
SR 17N
SEBRING PKWY
Site Location
Jackson
LAKEVIEW DR
KENILWORTH BLVD
HAMMOCK RD
27
ALT US 27
Little Jackson
SPARTA RD
CR 17S
N
Feet
0
1,550
3,100
6,200
LOCATION
P&Z 2130

Exhibit 2:

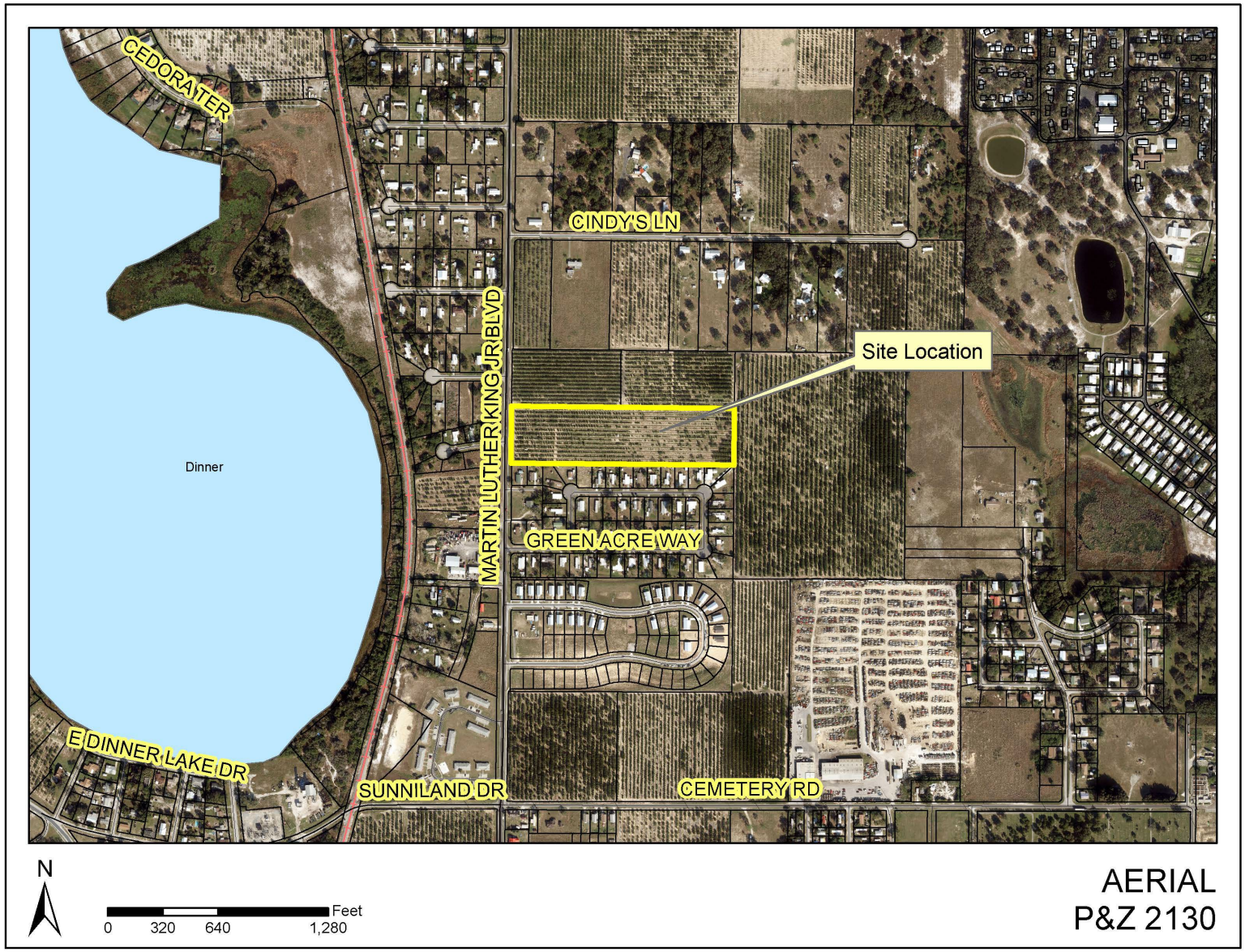

CEDORA TER
CINDY'S LN
MARTIN LUTHER KING JR BLVD
Site Location
Dinner
GREEN ACRE WAY
E DINNER LAKE DR
SUNNILAND DR
CEMETERY RD
N
0
320
640
Feet
1,280
AERIAL
P&Z 2130

Exhibit 3:

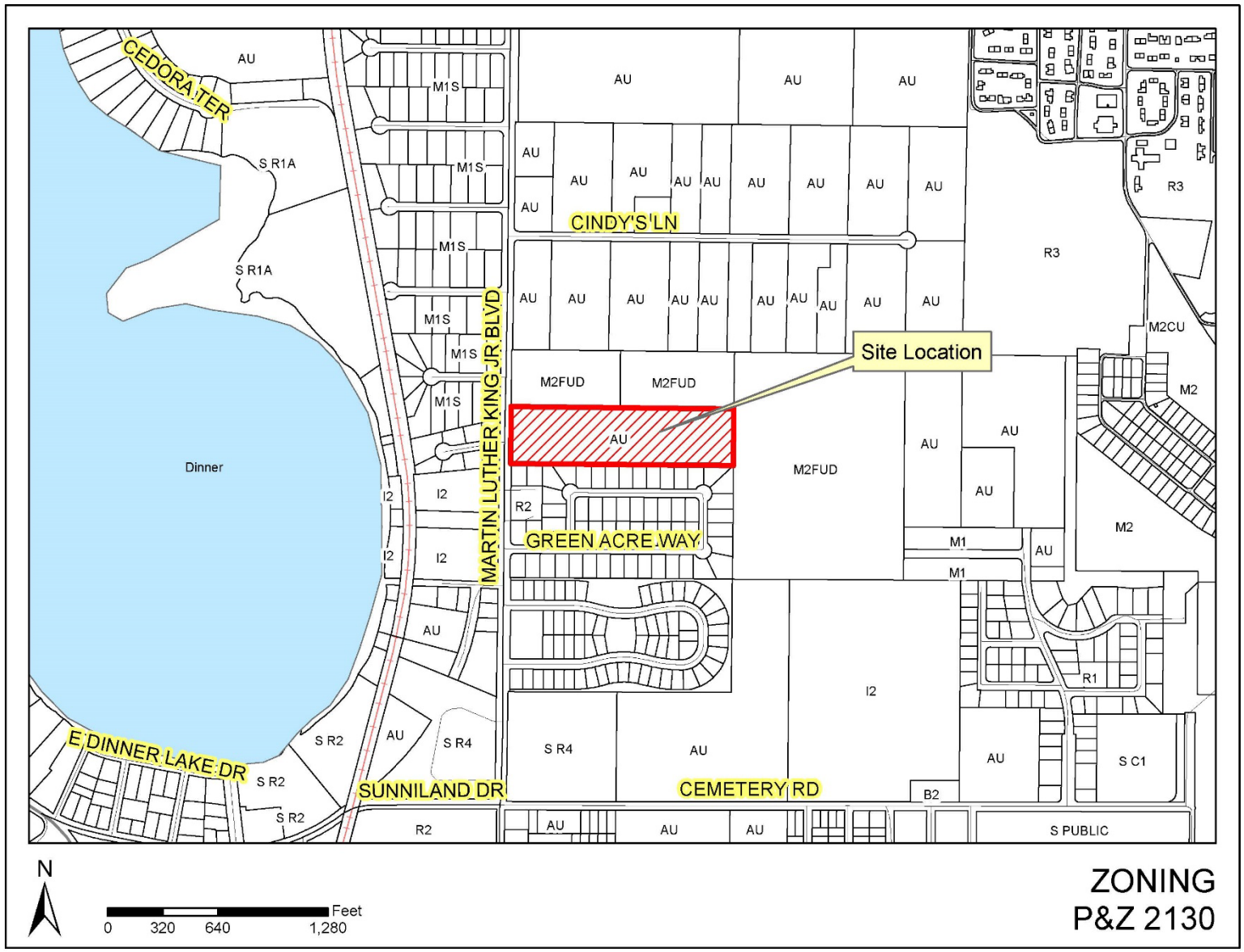
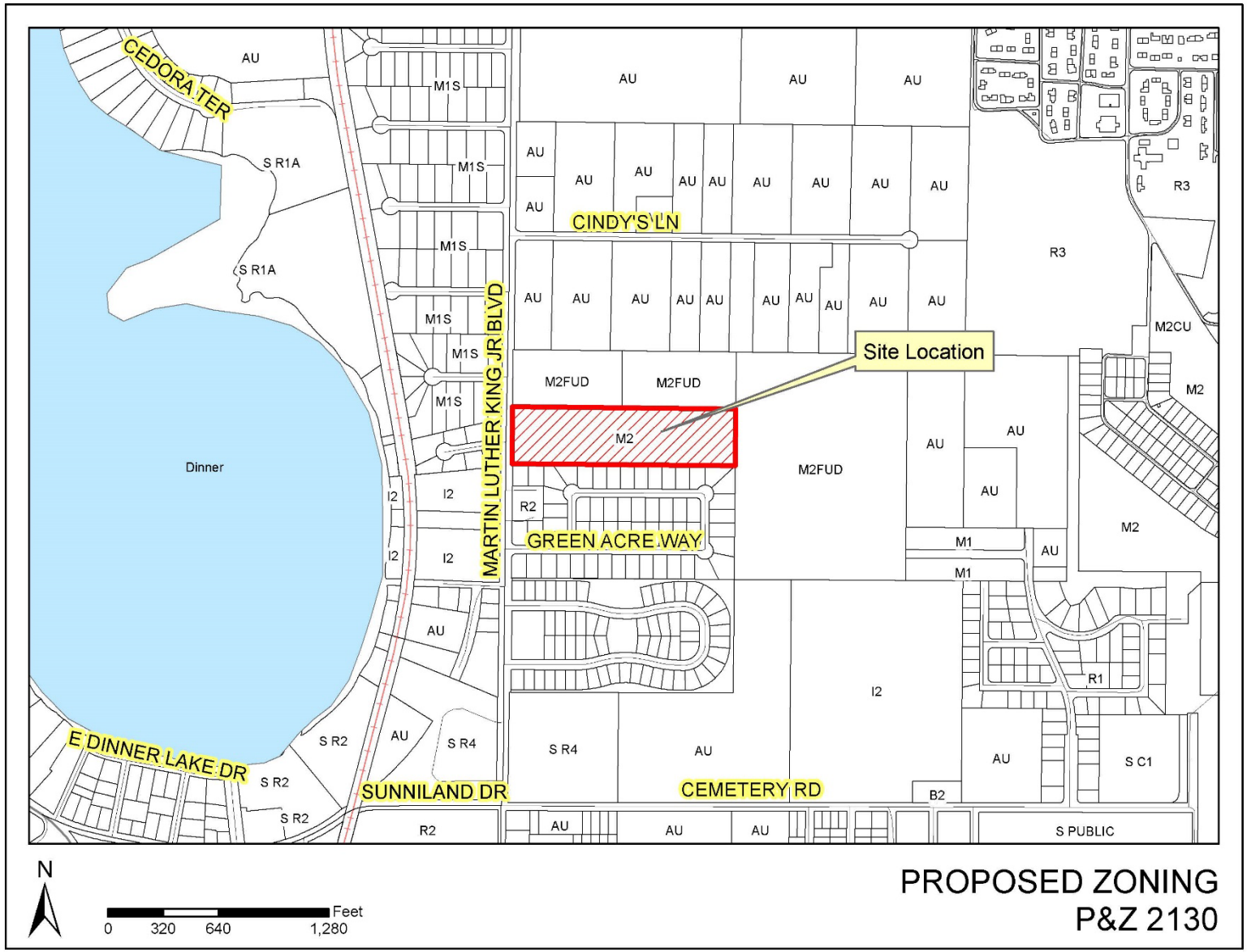

CEDORA TER
CINDY'S LN
MARTIN LUTHER KING JR BLVD
Site Location
GREEN ACRE WAY
E DINNER LAKE DR
SUNNILAND DR
CEMETERY RD
Dinner
AU
M1S
S R1A
M2FUD
R2
I2
R3
M2CU
M2
M1
R1
S C1
B2
S PUBLIC
S R2
S R4
N
0
320
640
1,280
Feet
ZONING
P&Z 2130

Exhibit 4:


CEDORA TER
CINDY'S LN
MARTIN LUTHER KING JR BLVD
GREEN ACRE WAY
E DINNER LAKE DR
SUNNILAND DR
CEMETERY RD
Site Location
Dinner
AU
M1S
S R1A
M2FUD
M2
I2
R2
M1
R1
R3
M2CU
B2
S C1
S R2
S R4
S PUBLIC
N
0
320
640
1,280
Feet
PROPOSED ZONING
P&Z 2130

Highlands County, Florida
Zoning Change Application

Zoning change from: AU
Zoning change to: M-2

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2130 / proj # 2305001 **Date of Application:** 5/17/2023
Amount of Fee: $ 1,950.00 **Receipt No.:** 4500000 1319 **Tax Map No.:** 89-C
Hearing Dates: LP: _____ **P&Z:** 7/11/2023 **BCC:** 8/15/2023

****

This application has been reviewed for completeness and determined sufficient:

Rachel B [illegible] 5/17/2023
Zoning Supervisor **Date**

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: VISTA PROPERTY HOLDINGS, LLC C/O HSINI CHIU, MANAGER
   Mailing Address: 5154 EMILINE DR., SAN JOSE, CA 95124
   Telephone No.: 408-512-0979 **E-Mail Address:** SANEEY@GMAIL.COM

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: RICK WHIDDEN AND/OR JEFF KENNEDY
   Mailing Address: 4108 MULLIGAN CT. W., SEBRING, FL 33872
   Telephone No.: 863-835-2055 **E-Mail Address:** JRKENNEDYMAILBOX@GMAIL.COM

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. SEE ATTACHED LEGAL DESCRIPTION

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-21-34-29-050-0131-0000 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 1730 MARTIN LUTHER KING JR. BLVD.., SEBRING, FL 33870

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** AU **Existing Land Use Classification:** AG
   Are the Zoning and Comprehensive Plan Consistent? ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 330 feet, (depth) 1292 feet, street frontage 330 feet, water frontage 0 feet, **Total acres** 9.79
   If different from the total acreage, the upland, or developable portion is N/A +/- acres.

8. **Are there existing structures on the property?** ☐Yes ■No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____

   If multiple units, the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ■No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ■No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ■No **If Yes,** in whose name and when? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ■No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	GROVE	RM	M-2 PUD
South	MOBILE HOME SUB.	RM	M-1
East	GROVE	RM	M-2 PUD
West	MOBILE HOME SUB.	RM	M-1-S

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** TO FIND A SUITABLE AND CONSISTENT ZONING THAT IS COMPATIBLE WITH SURROUNDING USES AND FUTURE GROWTH IN THIS AREA

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** 59 D.U.

16. **Proposed Development Standards (if applicable):**
    A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
    B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building N/A divided by Parcel size N/A = FAR N/A %

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ■Yes ☐No **If Yes,** the potable water system requirements will be accommodated by the CITY OF SEBRING water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating SEE ATTACHED REPORT gpcd.
b. The facility has a permitted capacity for SEE ATTACHED REPORT gpcd.
c. The facility has an average demand or committed capacity for SEE ATTACHED REPORT gpcd.
d. The facility has an excess capacity of SEE ATTACHED REPORT gpcd.
e. This proposed development will require approximately SEE ATTACHED REPORT gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ■Yes ☐No

If Yes, the wastewater treatment system requirements will be accommodated by the CITY OF SEBRING system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating SEE ATTACHED REPORT gpcd.
b. The facility has a permitted capacity for SEE ATTACHED REPORT gpcd.
c. The facility has an average demand or committed capacity for SEE ATTACHED REPORT gpcd.
d. The facility has an excess capacity of SEE ATTACHED REPORT gpcd.
e. This proposed development will require approximately SEE ATTACHED REPORT gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ■Yes ☐No _____ **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the WASTE CONNECTIONS / HIGHLANDS COUTY LANDFILL refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: ON SITE CLUBHOUSE AND RECREATION AREAS AND OTHER OPEN SPACE

    Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ■Yes ☐No

    If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZIII.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ■**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ■**No**

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

Highlands County, Florida
Development Services Department Application

OWNER'S (CORPORATION) AFFIDAVIT

I, HSINI CHIU, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line.
No contact is required. x HC
An appointment is required before entering the property. _____

Signed, Sealed and Delivered
In Our Presence:

x Huimin Yang
Print Name: x Huimin Yang

x Li Wen Tsai
Print Name: x LI WEN TSAI

VISTA PROPERTY HOLDINGS LLC
a FLORIDA corporation

By: x Hsini Chiu
Print Name: HSINI CHIU
Title: MANAGER

STATE OF ~~FLORIDA~~
COUNTY OF ~~HIGHLAND~~S
The foregoing instrument was acknowledged before me this ___day of _____ 20___, by _____, President, of _____, a _____ corporation, who is personally known to me or who has produced _____ as identification and who did take an oath.

See Attached Jurat
CM 5/14/2023

_____
Signature

_____
Print Name
Notary Public, State of ~~Florida~~

My Commission Expires:_____

Parcel No. _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 4th day of May, 2023, by [illegible] Chin,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

C. MATT HAWKS
Notary Public - California
Santa Clara County
Commission # 2355142
My Comm. Expires Apr 21, 2025

(Seal)

Signature C Matt Hawks

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
VISTA PROPERTY HOLDINGS LLC

Filing Information

Document Number	L23000128779
FEI/EIN Number	NONE
Date Filed	03/13/2023
Effective Date	03/18/2023
State	FL
Status	ACTIVE

Principal Address

8635 COMMODITY CIR STE 100
ORLANDO, FL 32819

Mailing Address

5154 EMILINE DR.
SAN JOSE, CA 95124

Registered Agent Name & Address

CHIU, HSINI
8635 COMMODITY CIR STE 100
ORLANDO, FL 32819

Authorized Person(s) Detail

Name & Address

Title MGR

CHIU, HSINI
5154 EMILINE DR.
SAN JOSE, CA 95124

Title MGR

YANG, HUIMIN
3875 PRESCOTT AVE
SAN JOSE, CA 95124

Annual Reports

No Annual Reports Filed

FORM A. PROPERTY OWNER AUTHORIZATION TO APPLICANT

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for RICK WHIDDEN to be the applicant for this FUTURE LAND USE CHANGE.

VISTA PROPERTY HOLDINGS LLC
Print Name of Owner

x Hsini Chiu
Signature of Owner
HSINI CHIU, MANAGER

5154 EMILINE DR., SAN JOSE, CA 95124
Address: Number and Street (P.O. Box) City and State (Zip Code)

STATE OF ~~FLORIDA~~, ~~HIGHLANDS~~ COUNTY

The Foregoing instrument was acknowledged before me this ___ day of _____, 20___ by _____ who is personally known by me or who has produced _____, as identification and who did (did not) take an oath.

See Attached Jurat

_____
Signature

_____
Print Name

Notary Public, State of ~~Florida~~

My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 14th day of May, 2023, by Hon Chiu,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

C. MATT HAWKS
Notary Public - California
Santa Clara County
Commission # 2355142
My Comm. Expires Apr 21, 2025

(Seal)

Signature

Highlands County, Florida
Development Services Department Application

FORM A. Property Owner Authorization to Applicant

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for JEFF KENNEDY to be the applicant for this REZONING.

HSINI CHIU, MGR. VISTA PROPERTY HOLDINGS LLC
Print Name of Owner

x Hsini Chiu
Signature of Owner

5154 EMILINE DR.
Address: Number and Street (P.O. Box)

SAN JOSE, CA 95124
City and State (Zip Code)

STATE OF ~~FLORIDA~~
~~HIGHLANDS~~ COUNTY

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

See Attached
Jurat
5/14/2023

_____
Signature

_____
Print Name

Notary Public, State of ~~Florida~~
My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 14th day of May, 2023, by Hani Chin,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

C. MATT HAWKS
Notary Public - California
Santa Clara County
Commission # 2355142
My Comm. Expires Apr 21, 2025

(Seal)

Signature

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, RICK WHIDDEN, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

RICK WHIDDEN
Print Name of Agent

Signature of Agent

4108 MULLIGAN CT. W., SEBRING, FL 33872
Address: Number and Street (P.O. Box) City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me this 15 day of May, 2023 by Rick Whidden who is personally known by me or who has produced _____, as identification and who did take an oath:

Janice T. Walker
Notary Public, State Of Florida
Commission No. HH50378
My Commission Expires: 11/17/24

Signature

Janice T. Walker
Print Name

Notary Public, State of Florida

My Commission Expires: 11-17-24

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, JEFF KENNEDY, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

JEFF KENNEDY
Print Name of Agent

Signature of Agent

7045 COUNTY RD. 17 S. SEBRING, FL 33872
Address: Number and Street (P.O. Box) City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me this 15 day of May 2023 by Jeff Kennedy who is personally known by me or who has produced _____, as identification and who did take an oath:

Signature

Janice T. Walker
Print Name

Notary Public, State of Florida

My Commission Expires: 11-17-24

Janice T. Walker
Notary Public, State Of Florida
Commission No. HH50378
My Commission Expires: 11/17/24

JOHN SHOOP MAYOR

COUNCIL:
LENARD CARLISLE, PRESIDENT
ROLAND BISHIP, PRO-TEMPORE
HARRISON HAVERY
TERRY MENDEL
JOSH STEWART

SEBRING
CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

May 1, 2023

To Whom It May Concern:

Re: 1730 Martin Luther King Blvd., Sebring, FL 33870 – I.D. C-21-34-050-0131-0000.

Listed below is the water and wastewater capacities data requested for the above referenced parcel.

Potable Water

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,933,000 GPD
Excess capacity: 1,878,000 GPD
This development demand: N/A GPD

Wastewater Treatment

Designed capacity: 2,000,000 GPD
Permitted capacity: 2,000,000 GPD
Committed capacity: 1,248,000 GPD
Excess capacity: 752,000 GPD
This development demand: N/A GPD

Please let me know if you have any questions or if I may be of further assistance.

Best regards,

Bob Boggus
Utilities Director

cc: Kim Shands, Administrative Coordinator
File

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Departme...
Anjelica Tinajero Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

School Board of Highlands County
School Capacity Planning Tool for Comprehensive Plan Amendments

May 2, 2023

Jeff Kennedy
7045 County Road 17 South
Sebring, FL 33876

School Year of Analysis: **2022/2023**

Proposed Development:
Applicant:
Location (map attached): 1730 Martin Luther King Blvd., Sebring, FL
C-21-34-29-050-0131-0000

School Attendance Zones:
Elementary: **Woodlawn Elementary**
Middle: **Hill-Gustat Middle**
High: **Sebring High**

Maximum Proposed Dwelling Units: ___Single Family ___60___Mobile Home ___ Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2022/2023 Student Generation Rates by Dwelling Unit Type

Dwelling unit Type	Elementary (K-5)	Middle (6-8)	High (9-12)
Single Family	0.129	0.061	0.074
Mobile Home	0.086	0.041	0.049
Multi-Family	0.080	0.038	0.046

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

The School Board of Highlands County
Transforming Today's Learners Into Tomorrow's Leaders

Department
Anjelica Tinajero Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
Woodlawn Elementary	38.80	0	38.80	5.16	33.64
Hill-Gustat Middle	233.40	0	233.40	2.46	230.94
Sebring High	527.98	0	527.98	2.94	525.04

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,

Anjelica Tinajero

Anjelica Tinajero
Assistant Superintendent of Business/Operations

AT/cp

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

VISTA PROPERTIES – LEGAL (MLK BLVD)

The South ½ of Farms 13 and 14, in Section 21, Township 34 South, Range 29 East, LAKEVIEW PARK TRACT, according to the map or plat thereof recorded in Transcript Book, Page 11, Public Records of Highlands County, Florida.

RESOLUTION NO. 22-23-154

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-21-34-29-050-0131-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-21-34-29-050-0131-0000 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering residential objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

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

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-21-34-29-050-0131-0000 and more particularly described as:

> The south half of Farms 13 and 14, in Section 21, Township 34 South, Range 29 East, Lakeview Park Tract, according to the map or plat thereof recorded in Transcript Book, Page 11, Public Records of Highlands County, Florida.

is hereby changed from Agricultural District (AU) to Mobile Home Parks District (M-2).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Mobile Home Parks District, M-2.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2130, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 8. Effective Date. This Resolution shall take effect immediately after Highlands County Ordinance 22-23-31, adopting a small-scale comprehensive plan amendment, CPA-23-620SS, changing the land use designation on the Property from Agriculture (AG) to Medium Density Residential (RM).

DONE AND ADOPTED, this 15th day of August 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Mr. Chris Campbell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2131, changing the Official Zoning Atlas for an approximate 0.85-parcel, from Two-Family Dwelling District (R-2) and Mobile Home Parks District (M-2) to Mobile Home Parks District with a Conditional Use (M-2 CU).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 0.85-acre parcel, from Two-Family Dwelling District (R-2) and Mobile Home Parks District (M-2) to Mobile Home Parks District with a Conditional Use (M-2 CU). The parcel contains two (2) wood frame storage sheds and is vacant of native vegetation. The Applicant is proposing to utilize the property for storage incidental to the Hammock Estates ROC subdivision only.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2131 as presented.

RECOMMENDED ACTION

Move to adopt by Resolution 22-23-155 approving P&Z 2131, changing the Official Zoning Atlas for an approximate 0.85 acres from Two-Family Dwelling District (R-2) and Mobile Home Parks District (M-2) to Mobile Home Parks District with a Conditional Use (M-2 CU), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2131 for BCC Hammock Est. ROC.pdf
Application P&Z 2131 Hammock Est. ROC.pdf
Resolution P&Z 2131 - Hammock Est. ROC.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 8/15/2023
Case Number: P&Z 2131	**Case Name:** Hammock Estates ROC Rezone
Agent: Polston Engineering, Inc.	**Property Owners:** Hammock Estates ROC, Inc.
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Rezone an approximate 0.85-acre parcel, from Two-Family Dwelling District (R-2) and Mobile Home Parks District (M-2) to Mobile Home Parks District with a Conditional Use (M-2 CU)

General Location: An approximate 0.85-acre parcel located within Hammock Estates ROC Subdivision, on the north side of Rodney Street, approximately 0.25 miles north of Hammock Road, 0.70 miles south of Flare Road, and 0.70 miles west of US 27; the address being 2690 Rodney Street, Sebring

PARCEL ID: C-35-34-28-A00-00D0-0100

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 22-23-155, P&Z 2131, changing the Official Zoning Atlas for an approximate 0.85 acres from Two-Family Dwelling District (R-2) and Mobile Home Parks District (M-2) to Mobile Home Parks District with a Conditional Use (M-2 CU), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2131, changing the Official Zoning Atlas for an approximate 0.85 acres from Two-Family Dwelling District (R-2) and Mobile Home Parks District (M-2) to Mobile Home Parks District with a Conditional Use (M-2 CU), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the July 11, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "E. HEARING NUMBER P&Z 2131 – HAMMOCK ESTATES ROC, INC. C/O POLSTON ENGINEERING** An approximate 0.85-acre parcel located within Hammock Estates ROC Subdivision, on the north side of Rodney Street, approximately 0.25 miles north of Hammock Road, 0.70 miles south of Flare Road,

and 0.70 miles west of US 27; the address being 2690 Rodney Street, Sebring; and abbreviated legal description as follows: An approximate 0.97-acre parcel located in Section 35, Township 34 South, Range 28 East, Highlands County, Florida.

The Applicant is requesting a zoning change from Two-Family Dwelling District (R-2) and Mobile Home Parks District (M-2) to Mobile Home Parks District with a Conditional Use (M-2 CU), the Conditional Use shall be limited to storage incidental to the Hammock Estates ROC subdivision only. Mrs. Hunnicutt read the request and Mr. Garcia presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mrs. Ezell and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2131, changing the Official Zoning Atlas for an approximate 0.85 acres from Two-Family Dwelling District (R-2) and Mobile Home Parks District (M-2) to Mobile Home Parks District with a Conditional Use (M-2 CU), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 6-0."**

4. Conditions of approval are included in the adopting resolution and are as follows:

1. The underlying or base zoning regulations for this CU shall be the M-2 District and any zoning regulations not specified herein will be as defined in the M-2 District, Section 12.05.222 of the Code;

2. The Conditional Use shall be limited to storage incidental to the Hammock Estates ROC subdivision only;

3. The minimum required setbacks shall be 10 feet from the nearest dwelling space and 10 feet from the outer perimeter of the Property abutting lands not part of the Hammock Estates ROC subdivision;

4. The Property shall be subject to the commercial site development review process and obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities.

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 0.85-acre parcel, from R-2 and M-2 to M-2 CU.

The parcel contains two (2) wood frame storage sheds and is vacant of native vegetation. The Applicant is proposing to utilize the property for storage incidental to the Hammock Estates ROC subdivision only.

2. Notices to Surrounding Property Owners.

On June 26, 2023, notices were mailed to 76 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Open Storage	Medium Density Residential (RM) & High Density Residential (RH)	R-2 & M-2
Adjacent Property to the North	Mobile Home & Vacant	RM	Mobile Home Subdivisions District (M-1)
Adjacent Property to the South	Mobile Homes	RH	M-2
Adjacent Property to the East	Timberland	RM	M-1
Adjacent Property to the West	Mobile Homes	RH & RM	M-1 & M-2

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.3, Medium Density Residential (RM) and Policy 1.2.D.4, High Density Residential (RH).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.212: Two-Family Dwelling District (R-2); Section 12.05.222: Mobile Home Parks District (M-2); and Section 12.05.292: Conditional Use District

Department Comments and Analysis of Petitioner's Proposal:

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

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

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

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

3. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as level with an elevation of 130 feet.
2. **Soils:** The soils underlying the site are *Satellite-Basinger-Urban Land Complex* and *Satellite Sand.*
   Satellite-Basinger-Urban Land Complex. The available water capacity is very low, with a rapid to very rapid permeability. Depth to the water table is about 12 to 42 inches for the Satellite Sand and 0 to 12 inches for the Basinger Soil. Both soils in this complex are poorly drained and are nearly level to gently sloping. Because of the complexity of these areas and severe water problems affecting the urban uses of these soils, it is suggested that a site-specific investigation be conducted to determine suitability for the intended use.
   Satellite Sand. The available water capacity is very low, with a very rapid permeability. Depth to the water table is 18 to 42 inches. This soil is nearly level to gently sloping and is somewhat poorly drained. A severe limitation for most urban uses, because of the seasonal high-water table, can be minimized with adding suitable topsoil or by stabilizing the surface.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is open storage.
2. **Vested Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of R-2 and M-2.
4. **Proposed Zoning Designation:** The proposed zoning designation is M-2 CU.
5. **Current Population Yield:** The current M-2 zoning allows up to 8 mobile homes per acre with central potable water and central wastewater facilities, with only one (1) home per Lot; the current R-2 zoning allows up to 2 dwelling units per Lot. With there being one (1) M-2 Lot and one (1) R-2 Lot, the parcel currently carries a potential population yield of 6 persons; 3 dwelling units x 2.25 person = 6.75.
6. **Proposed Zoning Density:** The proposed conditional use would only permit for storage incidental to the park, which would not allow for an increase in population densities.

7. **The Applicant's proposed development program:** The conditional use shall be limited to storage incidental to the Hammock Estates ROC subdivision only.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0226C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** Storage uses will not require potable water connection.
2. **Central Wastewater:** Storage uses will not require central wastewater connection.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site will utilize Rodney Street for access.
5. **Railroad Access:** The site is not located to any railroad tracks.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

F. Schools: The permitted uses within the Industrial Future Land Use designation are industrial in nature. Any project development will not

generate student impacts to the school district; school concurrency **is not** required.

G. Airports: The subject property is located approximately 8.45 miles southeast of the Avon Park Executive Airport and 8.68 miles west of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2131, changing the Official Zoning Atlas for an approximate 0.85 acres from Two-Family Dwelling District (R-2) and Mobile Home Parks District (M-2) to Mobile Home Parks District with a Conditional Use (M-2 CU), referencing the mandatory findings of fact and becoming effective as provided by law.

1. **The underlying or base zoning regulations for this CU shall be the M-2 District and any zoning regulations not specified herein will be as defined in the M-2 District, Section 12.05.222 of the Code;**

2. **The Conditional Use shall be limited to storage incidental to the Hammock Estates ROC subdivision only;**

3. **The minimum required setbacks shall be 10 feet from the nearest dwelling space and 10 feet from the outer perimeter of the Property abutting lands not part of the Hammock Estates ROC subdivision;**

4. **The Property shall be subject to the commercial site development review process and obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities.**

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Zoning Map
Exhibit 5: Proposed Zoning Map

Exhibit 1:

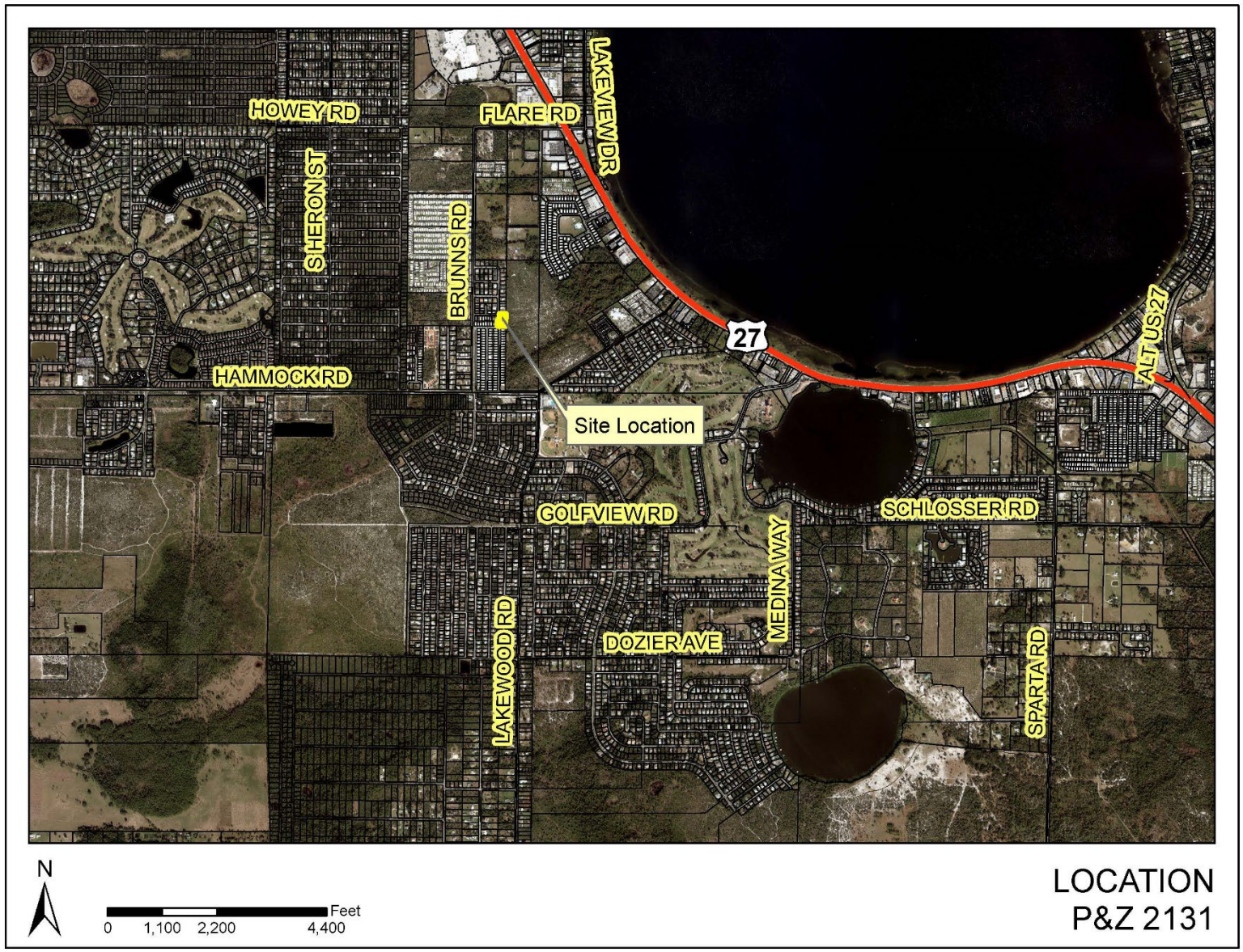

HOWEY RD
FLARE RD
LAKEVIEW DR
SHERON ST
BRUNNS RD
27
ALT US 27
HAMMOCK RD
Site Location
GOLFVIEW RD
SCHLOSSER RD
MEDINA WAY
LAKEWOOD RD
DOZIER AVE
SPARTA RD
N
0 1,100 2,200 4,400 Feet
LOCATION
P&Z 2131

Exhibit 2:

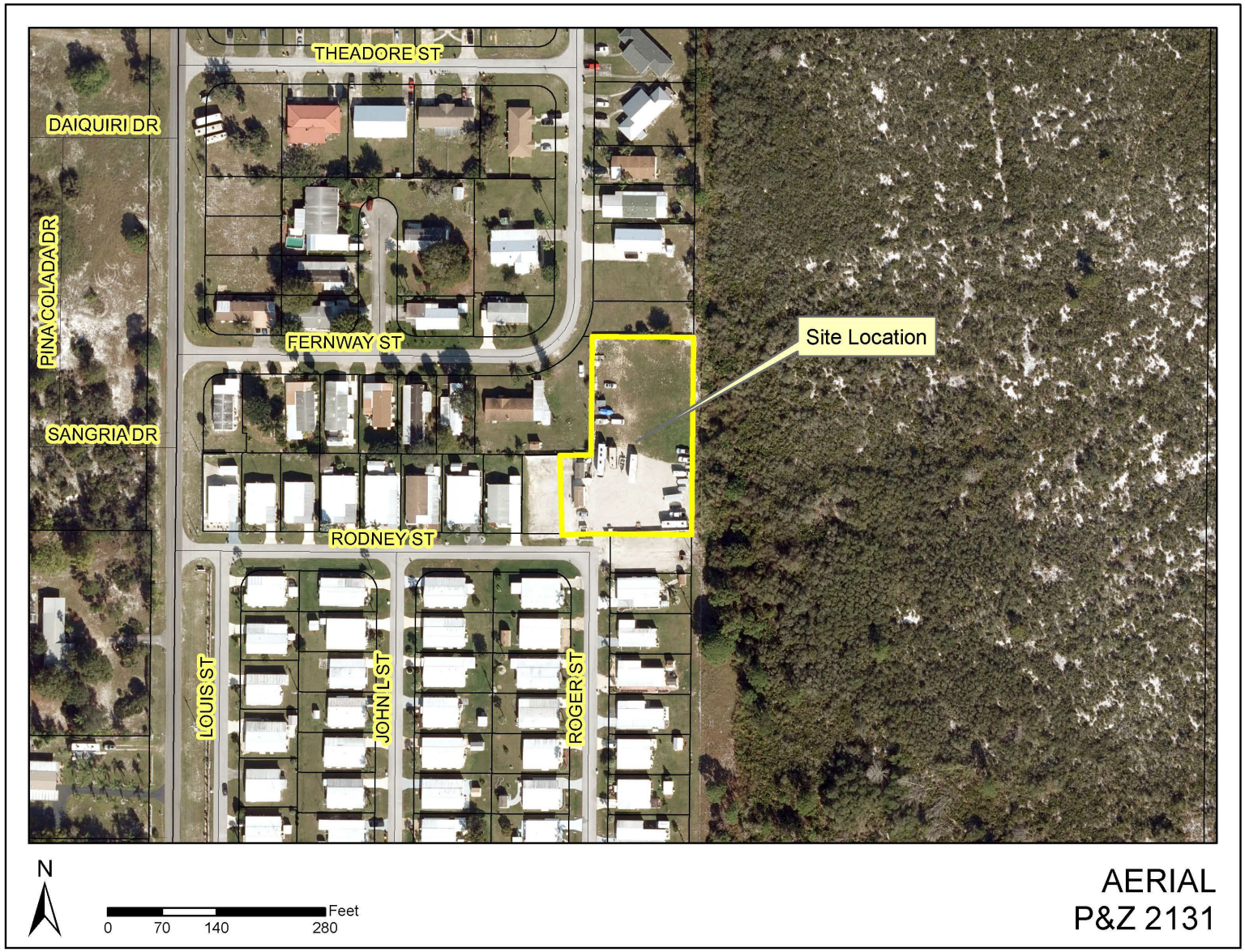

THEADORE ST
DAIQUIRI DR
PINA COLADA DR
FERNWAY ST
Site Location
SANGRIA DR
RODNEY ST
LOUIS ST
JOHN L ST
ROGER ST
N
0
70
140
280
Feet
AERIAL
P&Z 2131

Exhibit 3:

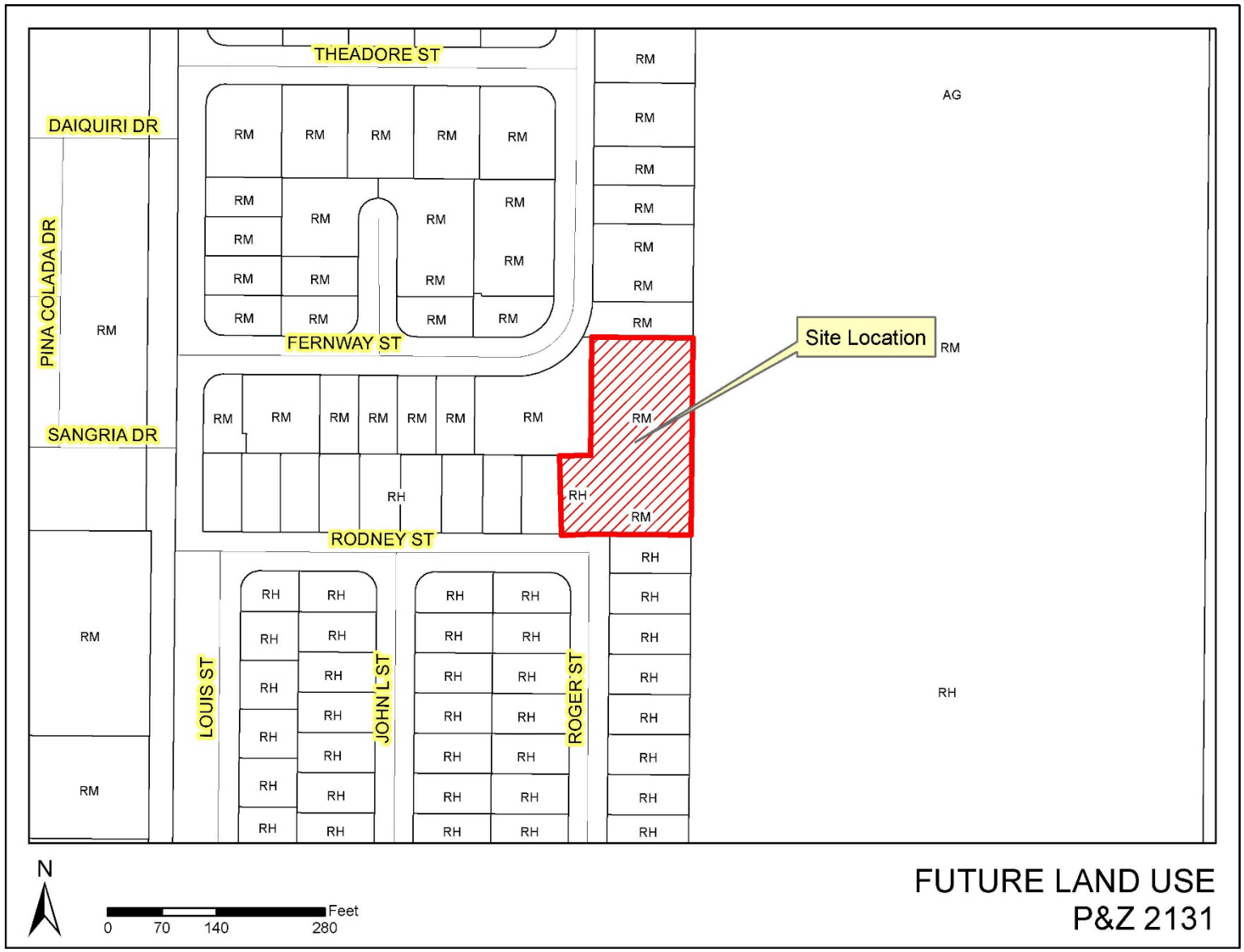

THEADORE ST
DAIQUIRI DR
PINA COLADA DR
SANGRIA DR
FERNWAY ST
RODNEY ST
LOUIS ST
JOHN L ST
ROGER ST
Site Location
RM
RH
AG
N
0
70
140
280
Feet
FUTURE LAND USE
P&Z 2131

Exhibit 4:

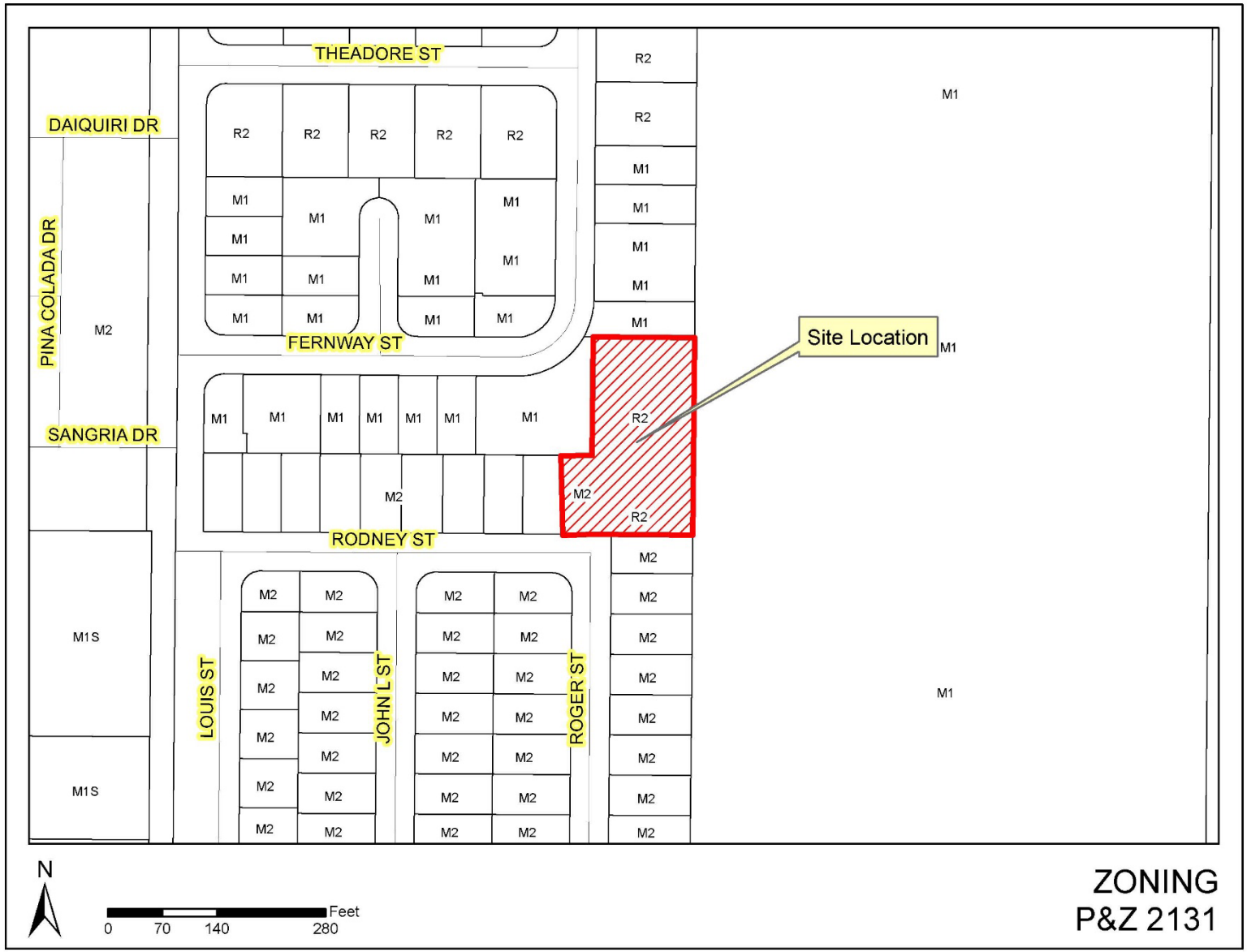
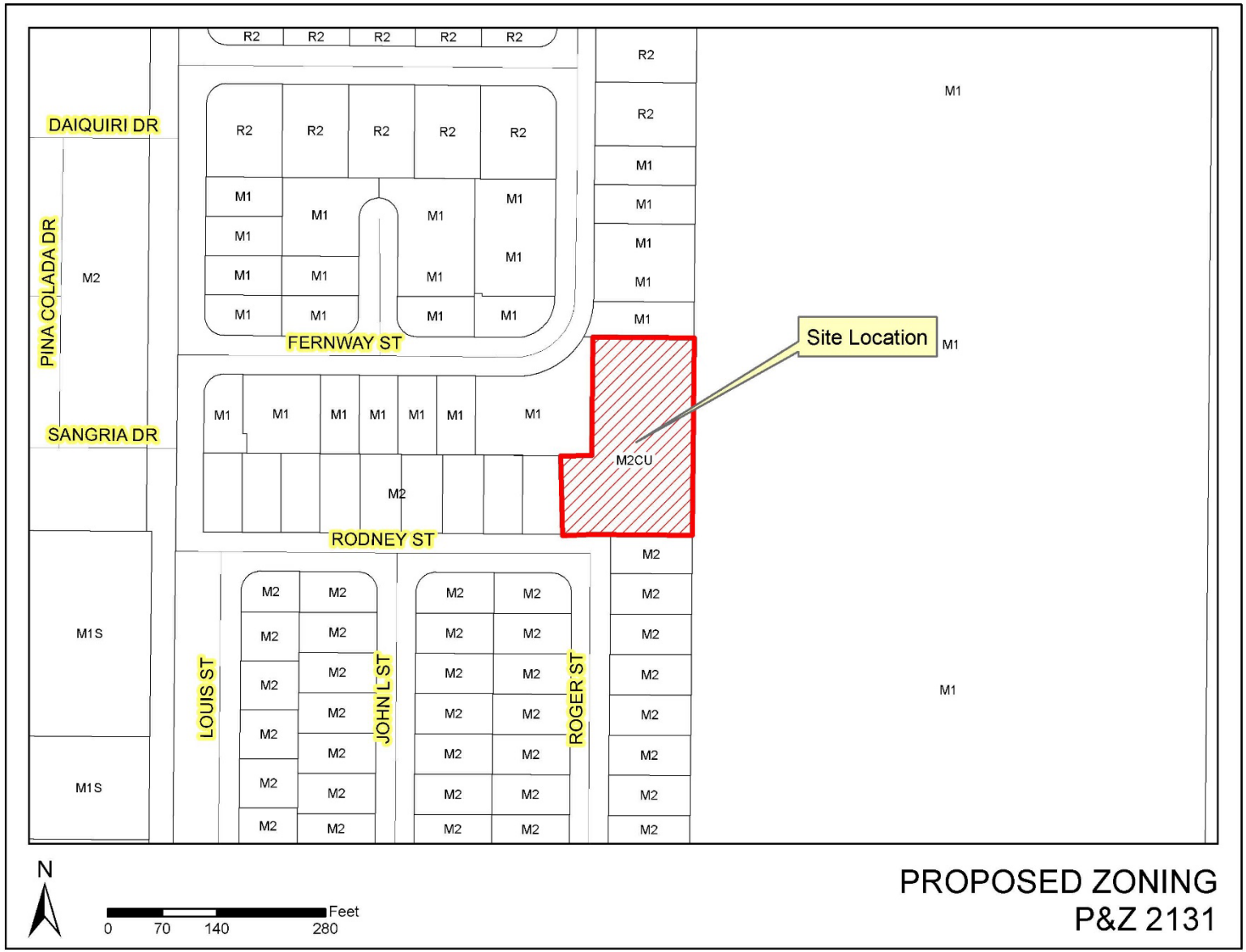

THEADORE ST
DAIQUIRI DR
PINA COLADA DR
SANGRIA DR
FERNWAY ST
RODNEY ST
LOUIS ST
JOHN L ST
ROGER ST
Site Location
R2
M1
M2
M1S
N
0
70
140
280
Feet
ZONING
P&Z 2131

Exhibit 5:


DAIQUIRI DR
PINA COLADA DR
SANGRIA DR
FERNWAY ST
RODNEY ST
LOUIS ST
JOHN L ST
ROGER ST
Site Location
M2CU
R2
M1
M2
M1S
N
0
70
140
280
Feet
PROPOSED ZONING
P&Z 2131

Highlands County, Florida
Zoning Change Application

Zoning change from: R2
Zoning change to: M2 CU

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2131 / project #: 23050013 **Date of Application:** 5/17/2023
Amount of Fee: $ 1,950.00 **Receipt No.:** 4500000 1318 **Tax Map No.:** 48-C
Hearing Dates: LP: _____ **P&Z:** 7/11/2023 **BCC:** 8/15/2023

****

This application has been reviewed for completeness and determined sufficient:

Zoning Supervisor _____ Date 5/17/2023

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: Hammock Estates ROC, Inc.
   Mailing Address: 2688 Rodney Street, Sebring, Florida 33872
   Telephone No.: 863-382-0347 **E-Mail Address:** office@hammockestatesroc.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: Polston Engineering, Inc.
   Mailing Address: PO Box 588, Sebring, Florida 33871-0588
   Telephone No.: 863-385-5564 **E-Mail Address:** dale@polstonengineering.com

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. See attached legal description(s)

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-35-34-28-A00-00D0-0090 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 2690 Rodney Street, Sebring, Florida 33872

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District**: R2 **Existing Land Use Classification**: RM
Are the Zoning and Comprehensive Plan Consistent? ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) ~~150±~~ 130 - 218 feet, (depth) 254± feet, street frontage ~~None~~ 115 feet, water frontage none feet, **Total acres** 0.8 ±
If different from the total acreage, the upland, or developable portion is 0.8± +/- acres.

8. **Are there existing structures on the property?** ☐Yes ■No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? N/A

If multiple units, the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ■No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ■No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ■No **If Yes,** in whose name and when? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ■No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	~~Single Family~~ Mobile Home / Vacant	RM	M1
South	Mobile Home Park	RH	M2
East	Vacant	RM	M1
West	Mobile Home Park / Mobile Home	RH / RM	M2 / M1

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Want to put a fence around the property so the property owners of Hammock Estates MHP can use it to store RV's, boats, etc. for the park residents.

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** None

16. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) NA square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building NA divided by Parcel size NA = FAR NA % , maybe expanded in the future, Phase I is a 10,000 sf building.

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ■Yes ☐No
If Yes, the potable water system requirements will be accommodated by the NA water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating NA gpcd.
b. The facility has a permitted capacity for NA gpcd.
c. The facility has an average demand or committed capacity for NA gpcd.
d. The facility has an excess capacity of NA gpcd.
e. This proposed development will require approximately NA gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. NA **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ■Yes ☐No not applicable

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating NA gpcd.
b. The facility has a permitted capacity for NA gpcd.
c. The facility has an average demand or committed capacity for NA gpcd.
d. The facility has an excess capacity of NA gpcd.
e. This proposed development will require approximately NA gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. NA **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ■Yes ☐No CLP **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.
SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the Waste Connections refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: Not Applicable

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☑Yes ■No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III ~~NA~~.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ■**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ■**No**

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Crystal Porch, Secretary of Hammock Estates ROC, Inc being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. CTP

An appointment is required before entering the property. _____

Crystal Porch, Secretary
Print Name of Owner

Crystal Porch
Signature of Owner

2688 Rodney Street
Address: Number and Street (P.O. Box)

Sebring, Florida 33872
City and State (Zip Code)

STATE OF FLORIDA
COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 11 day of May, 2023 by Crystal Porch. who is personally known by me ☐ or who has produced Fla. Drivers Lic., as identification and who did take an oath:

Janice T. Walker
Signature

Janice T. Walker
Print Name

Notary Public, State of Florida
My Commission Expires: 11-17-24

Janice T. Walker
Notary Public, State Of Florida
Commission No. HH50378
My Commission Expires: 11/17/24



Detail by Entity Name

Florida Not For Profit Corporation
HAMMOCK ESTATES ROC, INC.

Filing Information

Document Number	N01000008350
FEI/EIN Number	01-0571643
Date Filed	11/28/2001
Effective Date	12/03/2001
State	FL
Status	ACTIVE
Last Event	RESTATED ARTICLES AND NAME CHANGE
Event Date Filed	02/15/2008
Event Effective Date	NONE

Principal Address

2688 RODNEY ST.
SEBRING, FL 33872

Changed: 04/06/2018

Mailing Address

2688 RODNEY ST.
SEBRING, FL 33872

Changed: 04/11/2019

Registered Agent Name & Address

GORDON, SCOTT EESQ.
2 N TAMIAMI TRL STE 500
SARASOTA, FL 34236-5575

Name Changed: 10/19/2009

Address Changed: 10/19/2009

Officer/Director Detail

Name & Address

Title Vice President/Director, VP

03/11/2021 -- ANNUAL REPORT	View image in PDF format
04/02/2020 -- ANNUAL REPORT	View image in PDF format
04/11/2019 -- ANNUAL REPORT	View image in PDF format
04/06/2018 -- ANNUAL REPORT	View image in PDF format
02/27/2017 -- ANNUAL REPORT	View image in PDF format
03/18/2016 -- ANNUAL REPORT	View image in PDF format
02/22/2015 -- ANNUAL REPORT	View image in PDF format
02/21/2014 -- ANNUAL REPORT	View image in PDF format
02/26/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
10/19/2009 -- Reg. Agent Change	View image in PDF format
01/08/2009 -- ANNUAL REPORT	View image in PDF format
02/15/2008 -- Restated Articles & Name Chan	View image in PDF format
01/10/2008 -- ANNUAL REPORT	View image in PDF format
02/12/2007 -- ANNUAL REPORT	View image in PDF format
01/12/2006 -- ANNUAL REPORT	View image in PDF format
01/14/2005 -- ANNUAL REPORT	View image in PDF format
01/12/2004 -- ANNUAL REPORT	View image in PDF format
02/04/2003 -- ANNUAL REPORT	View image in PDF format
03/14/2002 -- ANNUAL REPORT	View image in PDF format
11/28/2001 -- Domestic Non-Profit	View image in PDF format

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Roger Dale Polston, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Roger Dale Polston — Roger Dale Polston 5/17/2023
Print Name of Agent — Signature of Agent

PO Box 588 — Sebring, Florida 33875
Address: Number and Street (P.O. Box) — City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 17 day of May, 2023 by Roger Dale Polston who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

M. Benton
Signature

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

Melinda Benton
Print Name

Notary Public, State of Florida
My Commission Expires: March 1, 2027

Highlands County, Florida
Development Services Department Application

FORM B. Applicant Authorization to Agent

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the REZONING of the property described and which is the subject matter of the proposed hearing.

I give authorization for Roger Dale Polston to be my agent for this application.

Crystal Porch, Secretary
Print Name of Applicant

Crystal Porch
Signature of Applicant

2688 Rodney Street
Address: Number and Street (P.O. Box)

Sebring, Florida 33872
City and State (Zip Code)

STATE OF FLORIDA
COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 11 day of May, 2023, by Crystal Porch who is personally known by me [ ] or who has produced Fla Drivers Lic., as identification and who did take an oath:

Janice T. Walker
Signature

Janice T. Walker
Print Name

Notary Public, State of Florida
My Commission Expires: 11-17-24

Janice T. Walker
Notary Public, State Of Florida
Commission No. HH50378
My Commission Expires: 11/17/24

Hammock Mobile Estates Legal Description:

A portion of the West Half of the Northeast Quarter of the Southeast Quarter of Section 35, Township 34 South, Range 28 East, Highlands County, Florida, more particularly described as follows: Commence at the Southeast corner of the West Half of the Northeast Quarter of the Southeast Quarter of said Section 35, thence North 0° 08' 10" East along the East line of the West Half of the Northeast Quarter of the Southeast Quarter of said Section 35 for a distance of 53.83 feet to the POINT OF BEGINNING; thence continue North 0° 08' 10" East along said East line for a distance of 200.2 feet to a point; thence North 89° 52' 40" West for a distance of 130.50 feet to a point; thence South 0° 08' 20" West for a distance of 200.27 feet to a point; thence South 89° 52' 40" East for a distance of 130.51 feet to the POINT OF BEGINNING,

AND

The South 53.83 feet of the East 130.5 feet of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 34 South, Range 28 East, Highlands County, Florida.

AND

Lot 10, Block D, Hammock Mobile Estates, P.B. 11, PG. 4

RESOLUTION NO. 22-23-155

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-35-34-28-A00-00D0-0090; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-35-34-28-A00-00D0-0090 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering commercial objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and

comment that:

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

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-35-34-28-A00-00D0-0090 and more particularly described as:

> A portion of the West Half of the Northeast Quarter of the Southeast Quarter of Section 35, Township 34 South, Range 28 East, Highlands County, Florida, being more particularly described as follows: Begin at the Southeast Corner of the West Half of the Northeast Quarter of the Southeast Quarter of said Section 35; thence North 00°08'10" East along the East line of the West Half of the Northeast Quarter of the Southeast Quarter of said Section 35 for a distance of 254.03 feet to a point: thence North 89°52'40" West for a distance of 130.50 feet to a point; thence South 00°08'20" West for a distance of 254.10 feet to a point; thence South 89°52'40" East, a distance of 130.51 feet to the Point of Beginning. AND The East 38.39 feet of the South 101.4 feet of the following described property: A portion of the West Half of the Northeast Quarter of the Southeast Quarter of Section 35, Township 34 South, Range 28 East, Highlands County, Florida, being more particularly described as follows: Commence at the Southeast corner of the West Half of the Northeast Quarter of the Southeast Quarter of Section 35; thence run North 89°55'28" West, along the South line of the West Half of the Northeast Quarter of the Southeast Quarter for a distance of 130.51 feet for a Point of Beginning; thence North 00°08'20" East, for a distance of 254.21 feet; thence South 89°52'40" East for a distance of 130.50 feet to a point on the East line of the West Half of the Northeast Quarter of the Southeast Quarter; thence North 00°08'10" East along the East line of the West Half of the Northeast Quarter of the Southeast Quarter for a distance of 246.00 feet, to the Southeast corner of Lot 15, Block A of Clearview Terrace Subdivision, as recorded in Plat Book 10, Page 42, of the Public Records of Highlands County, Florida; thence North 89°52'40" West a distance of 130.49 feet; thence South 00°03'20" West, a distance of 44.0 feet; thence North 89°52'40" West, along the South Boundary of said Clearview Terrace Subdivision for a distance of 500 feet to a point on the East Right-of-Way line of Brunns Road; thence South 00°08'20" West, parallel to the West line of the West Half of the Northeast Quarter of the Southeast Quarter, a distance of 456.61 feet to the South line of the West Half of the Northeast Quarter of the Southeast Quarter; thence South 89°55'28" East, a distance of 500.00 feet to the Point of Beginning.

is hereby changed from Two-Family Dwelling District, R-2, and Mobile Home Parks District (M-2), to Mobile Home Parks District with a Conditional Use, M-2 CU.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Mobile Home Parks District with a Conditional Use, M-2 CU.

C. At the time of development on the Property, the Property Owner, or a representative thereof shall submit a traffic study and such other requirements imposed during the development review process.

SECTION 3. General Conditions, Restrictions, and Limitations. This M-2 CU shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.222 and 12.05.292 of the Highlands County Code of Ordinances ("Code") except as expressly modified as follows:

1. The underlying or base zoning regulations for this CU shall be the M-2 District and any zoning regulations not specified herein will be as defined in the M-2 District, Section 12.05.222 of the Code.
2. The Conditional Use shall be limited to storage incidental to the Hammock Estates ROC subdivision only;
3. The minimum required setbacks shall be 10 feet from the nearest dwelling space and 10 feet from the outer perimeter of the Property abutting lands not part of the Hammock Estates ROC subdivision;
4. The Property shall be subject to the commercial site development review process and obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities.

SECTION 4. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2131, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 15th day of August 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Mr. Chris Campbell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER:	**JD Langford, P.E., County Engineer/Richard Oujevolk, P.E.**
SUBJECT/TITLE:	**Request Approval of Consultant Service Authorization (CSA) #2 with Kimley-Horn Associates, Inc. for the rehabilitation of Catfish Creek Road Bridge (Highlands County Project #22061, FDOT Bridge #094026).**

STATEMENT OF ISSUE

On May 2, 2023, the Board of County Commissioners approved Resolution Number 22-23-86 agreeing to accept the Small County Outreach Program (SCOP) Grant associated with FDOT Financial Project No.: 446394-1-54-01, for the design, construction, and construction engineering inspection services (CEI) for the Catfish Creek Road over Catfish Creek Bridge Rehabilitation Project. Consultant Service Authorization #2 authorizes the execution of the work via agreement with Kimley-Horn Associates, Inc.

RECOMMENDED ACTION

Move to approve Consultant Service Authorization #2 with Kimley-Horn Associates, Inc. for the rehabilitation of Catfish Creek Road Bridge (Highlands County Project #22061, FDOT Bridge #094026).

FISCAL IMPACT

The fiscal impact to Fund 151 (Infrastructure Surtax) will be $131,907.36 for the Consultant Service Authorization #2 with Kimley-Horn Associates, Inc. $390,438.00 is currently budgeted in Project 22061 (Catfish Creek Rd Bridge Rehabilitation).

Attachments:
20-024_Kimley_Horn_CSA_2_v3-lgl_apv_7-17-2023_routed_to_board.pdf
Catfish Creek Rd. Bridge - RES. BOOK 34 PAGE 115.pdf
Catfish_Creek_Bridge_Rehab_Project_Location_Map.pdf
RES. BOOK 34 PAGE 116.pdf
22-23-086 Proj 22061 - Catfish Creek Rd Bridge Rehabilitation_Signed.pdf

HIGHLANDS COUNTY, FLORIDA
AUTHORIZATION FORM

Select One of the following	
☐ **TOA: TASK ORDER ASSIGNMENT** (UNDER $50,000)	#
☒ **CSA: CONSULTANT SERVICE AUTHORIZATION** (OVER $50,000)	#2

Upon binding execution by both Parties, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement (Agreement) between HIGHLANDS COUNTY and **Kimley-Horn Associates, Inc.,** (CONSULTANT) identified by the Master Contract Date. In accordance with Florida Statutes, Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outlined in the Agreement.

Project Amount:
$131,907.36

Budget Account Number: Fund or cost enter/account/project #, if applicable. 4102A 56301Z 22061

RFP# 20-024 Category 2 Engineering

Master Contract Date:
03/16/2021

NOTE: THE CONSULTANT MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED CSA/TOA AND, AS NECESSARY, A COUNTY PURCHASE ORDER ARE DELIVERED TO THE CONSULTANT.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

☒ **Exhibit A** – Scope of Work
☒ **Exhibit B** – Compensation
☒ **Exhibit C** – Sub-Consultants
☐ **Exhibit D** – Plans/Drawings/Survey N/A

DEPARTMENT APPROVAL

Recommended by	**Reviewed by**
Print Name: Richard M. Oujevolk, P.E.	Print Name: JD Langford, P.E., Director
X Richard M. Oujevolk P.E. 7/19/23	X JD LM 7/19/23
1. Project Manager Signature Date	2. Director or Designee Signature Date

CONSULTANT ACCEPTANCE

Consultant's Designated Agent	**Consultant Project Manager:**
Print Name: Hao Chau, P.E.	Print Name: Josh Davis, P.E.
X 7/24/2023	
3. Consultant Signature Date	

PURCHASING REVIEW

Purchasing Manager or Designee
Print Name: Lori K. DeLoach, Purchasing Manager
X Lori DeLoach Digitally signed by Lori DeLoach Date: 2023.07.26 13:09:55 -04'00'
4. Purchasing Manager or Designee Signature Date

LEGAL REVIEW

County Attorney or Designee
Print Name: Sherry Sutphen, County Attorney
X Chantal Strahan Jul 26, 2023
5. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee (under $50,000)	**Board Chair** (over $50,000)
Print Name: Laurie A. Hurner, County Administrator	Print Name: Chris Campbell, Chair
X CSA to be executed by Board Chair	X
6. County Administrator or Designee Signature Date	7. Board Chair or Designee Signature Date

Exhibit "A"
Scope of Work

Project: **Catfish Road Bridge Rehabilitation (HC Project #22061/FDOT FPID 446394-1-54-01)**

The CONSULTANT is to provide the following services for the Project. The CONSULTANT shall keep the COUNTY informed of the progress of such work.

TASK 1. Planning

The services to be performed by Kimley-Horn will include, and be limited to, the following:

A. Planning

1) Collect 72-hour speed and classification counts at the bridge, including bicycle and pedestrian crossings. Analyze the existing year and future year traffic volumes and characteristics, as well as crash history and safety conditions. Document in the Planning Recommendations Report.

2) Evaluate the need to expand pedestrian, bicycle, and vehicle capacity over Catfish Creek. Alternatives should include options as to widening the existing bridge OR a twin span to provide one vehicle lane and one-way path(s) in each direction. Shared pedestrian and bicycle facilities should meet Florida Greenbook minimum of 8 feet in width. The evaluation matrix should consider ease of implementation, minimal disruption of traffic and cost will be the determinate factors in recommendations to be provided for the planning element.

B. Public Outreach

1) Prepare a Public Involvement Plan for County approval, documenting the mailing lists, method of advertisement, and meeting type.

2) Conduct one public workshop (during "season") with residents of the area to gather input in regard to formulating recommendations for a new bridge.

C. Bridge Repairs

1) Review of 2018, 2020 & 2022 Bridge inspection reports (attached). Provide the means to implement repair recommendations by means of preliminary plans, Existing Conditions and Proposed Course(s) of Action Report(s). Included in this task is preliminary contact and one meeting with regulatory agencies for permitting. This shall include a plan set (including technical documents) to Phase IIR per FDOT criteria.

Deliverables

Deliverable 1.0 – Draft and Final Comments and Coordination Technical Memorandum
Deliverable 2.0 – Draft and Final Planning Recommendations Report

The submittals to Highlands County and FDOT shall be:

Draft and Final Comments and Coordination Technical Memorandum
Draft and Final Planning Recommendations Report
Phase I - Existing Conditions and Proposed Course(s) of Action Report
Phase IIR - Complete Preliminary Bridge Repair Plans (Completed 60% or Phase IIR)

TASK 2: Final Engineering Element

The services to be performed by Kimley-Horn will include, and be limited to, the following:

A. Completion of Preliminary Repair Plans delivered to Phase IIR previously under Task Order No. 1 (above).

Included in this task is preparation of 90% or Phase III submittal with draft specifications and opinion of probable construction costs and 100% or Phase IV submittal including final specifications, opinion of probable construction costs, and responses to permits (if deemed necessary)

B. Consultant will prepare a final bridge repairs plan set for submittal to the County for the purpose of submitting the contract documents to the FDOT to review based on the SCOP agreement. Included in this task is responses to one round of comments following the FDOT submittal. The County will handle all submittals and coordination with FDOT regarding the SCOP Agreement and funding requirements for the project.

C. Consultant will provide a technical memorandum that will summarize the findings of the preliminary engineering evaluation previously performed and detail three options for possible future bridge repair/replacement projects. Options will include: existing bridge repair only; repair and widening of bridge; complete bridge replacement.

Deliverables:

Final Bridge Repair Plan set.
Technical memorandum of preliminary engineering evaluation.
90% or Phase III submittal with draft specifications and opinion of probable construction costs
100% or Phase IV submittal including final specifications, opinion of probable construction costs, and responses to permits (if deemed necessary)

PERIOD OF SERVICES:

Upon receipt of a Purchase Order and duly executed copy of this Authorization Form, the CONSULTANT will promptly initiate the Scope of Services outlined above.

- Period of Service for Task 1 shall be 250 calendar days from Purchase Order Date.
- Period of Service for Task 2 shall be 180 calendar days from Completion of Task 1.

Tasks shall run consecutively. The total Period of Service shall not exceed 430 calendar days from the date of the Purchase Order.

Exhibit "B"
Compensation

Catfish Road Bridge Rehabilitation (HC Project #22061/FDOT FPID 446394-1-54-01)		
TASK	**DESCRIPTION**	**FEE**
1	Planning (Including Phase IIR Plans/Preliminary Engineering)	$119,107.36
2	Final Engineering Plan Set/Documents	$ 12,800.00
FIXED FEE (Including Reimbursable Expenses)		**$ 131,907.36**

The Consultant will submit a monthly application for payment itemizing the detail and percentage of completion of work.

Fee was derived from hourly pricing in the 20-024 Master Contract.

Exhibit "C"
Sub-Consultants

Type/Service:	**Traffic Data Collection**
Name:	**National Data and Surveying Services**
Address:	**10286 NW 47th St**
	Sunrise, FL 33351
Contact:	**Diana Leon**
Contact Phone:	**(954) 356-2728**
Contact E-mail:	**diana@ndsdata.com**

Type/Service:	**Survey**
Name:	**SGIS, Inc.**
Address:	**4479 US 27 S**
	Sebring, FL 33870
Contact:	**Will Pyle**
Contact Phone:	**(863) 402-1619**
Contact E-mail:	**pyle.will@gmail.com**

Type/Service:	**Underwater Inspection**
Name:	**Volkert**
Address:	**7930 62nd Street North**
	Pinellas Park, FL 33781
Contact:	**Mollie Griswold**
Contact Phone:	**(727) 224-8887**
Contact E-mail:	**mollie.griswold@volkert.com**

EXHIBIT "D"
Plans/Drawings

N/A for this CSA

20-024 Kimley Horn CSA 2 v3-lgl apv 7-17-2023 routed internal

Final Audit Report 2023-07-26

Created:	2023-07-26
By:	Lori DeLoach (ldeloach@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIDiB9utbqoIS1DulQvSUm64xayjnIaGi

"20-024 Kimley Horn CSA 2 v3-lgl apv 7-17-2023 routed internal " History

Document digitally presigned by Lori DeLoach (ldeloach@highlandsfl.gov)
2023-07-26 - 5:09:55 PM GMT

Document created by Lori DeLoach (ldeloach@highlandsfl.gov)
2023-07-26 - 5:10:32 PM GMT

Document emailed to Chantel Strahan (cstrahan@highlandsfl.gov) for signature
2023-07-26 - 5:11:16 PM GMT

Email viewed by Chantel Strahan (cstrahan@highlandsfl.gov)
2023-07-26 - 5:13:15 PM GMT

Document e-signed by Chantel Strahan (cstrahan@highlandsfl.gov)
Signature Date: 2023-07-26 - 5:13:38 PM GMT - Time Source: server

Agreement completed.
2023-07-26 - 5:13:38 PM GMT

RESOLUTION NO. 22-23-86

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO STATE FUNDED GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATED TO FINANCIAL PROJECT NO.: 446394-1-54-01; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County applied for a Small County Outreach Program Grant, pursuant to FDOT Financial Project No.: 446394-1-54-01, for the design, construction, and construction engineering inspection services (CEI) for the Catfish Creek Road over Catfish Creek Bridge Rehabilitation Project, herein referred to as the "Project"; and

WHEREAS, FDOT has awarded a State Funded Grant to Highlands County in accordance with the Agreement identified by FDOT Financial Project No.: 446394-1-54-01; and

WHEREAS, Highlands County has determined that it is in the best interest of the public to approve the Agreement with FDOT to accept funding related to the Project.

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

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

SECTION 2. **Approval of Agreement and Authorization to Execute.** Small County Outreach Program Grant, related to FDOT Financial Project No.: 446394-1-54-01, for the Project as attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of the County.

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

the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to FDOT Financial Project No.: 446394-1-54-01, for the Project approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 2 day of May, 2023.

BOARD OF COUNTY COMMISSIONERS SEAL

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

_____ for
Jerome Kaszubowski, Clerk of Court

Exhibit "A"
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
FDOT Financial Project No.: 446394-1-54-01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
09/22

FPN: 446394-1-54-01	Fund: SCED/SCOP	FLAIR Category:
	Org Code: 55014010106	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 09 - Highlands	Contract No:	Vendor No: F596000655046

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

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

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

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

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineering inspection (CEI) of the Catfish Creek Road over Catfish Creek Bridge Rehabilitation, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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

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

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

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

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

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

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

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

6. **Project Cost:**

   a. The estimated cost of the Project is $390,438.00 (Three Hundred Ninety Thousand Four Hundred Thirty-Eight Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $390,438.00 (Three Hundred Ninety Thousand Four Hundred Thirty-Eight Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

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

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

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

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

7. Compensation and Payment:

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

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

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

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

e. Travel expenses are not compensable under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. General Requirements:

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

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

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

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

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

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

9. Contracts of the Recipient

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☒ shall

☐ shall not

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

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

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

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

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

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

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

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

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

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

And

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

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

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

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

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

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

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

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

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

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

f. The Recipient shall:

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

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

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

14. Indemnification and Insurance:

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

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

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

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

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

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

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

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

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

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

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

15. Miscellaneous:

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

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

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

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

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

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

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

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

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

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

16. Exhibits.

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

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

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

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

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

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

g. Exhibit and Attachment List

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

*Additional Exhibit(s): _____

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

The remainder of this page intentionally left blank.

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

RECIPIENT Highlands County

By: _____
Name: Chris Campbell
Title: Chairperson

BOARD OF COUNTY COMMISSIONERS SEAL

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

Legal Review:

By: _____ DS DC
Name: _____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 446394-1-54-01

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

Highlands County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.0284 miles

PROJECT DESCRIPTION: The purpose of this Exhibit is to describe the scope of work and the responsibilities of Highlands County in connection with the design, construction, and CEI of the bridge rehabilitation at Catfish Creek Road Bridge# 094026.

The Highlands County Catfish Creek Bridge Rehabilitation project involves the determination and construction of applicable improvements to remedy existing scour impacts and minimize future scour impacts at Bridge # 094026. Bridge # 094026 is located on Catfish Creek Road.

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

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

1. Construct scour countermeasures, as appropriate, to maintain integrity of existing bridge structures #094026.

2.Cleaning and sealing the contraction and expansion joints of bridge #094026.

3.Milling and resurfacing of the bridge deck.

4. Spall repairs, as appropriate.

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

6. The design criteria shall meet design standards set forth in the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (2010 Edition) and FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

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

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

9. Obtain topographic and channel survey sufficient to provide proposed design.

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

11. Satisfy and obtain all sovereign land requirements and easements from the Florida Department of Environmental Protection, including mapping and survey, if required.

12. Provide Construction Engineering and Inspection (CEI).

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

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

2. A signed and sealed Final Geotechnical Report, prepared by a Professional Engineer, registered in the State of Florida will be provided, if warranted.

3. Construction Plans and Documentation for FDOT review at 60%, 90% and 100% completeness.

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

5. Draft Plan Specifications and bid package, will be provided by 100% Plan review.

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

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

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

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

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

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

a) Design to be completed by: January 1, 2025.
c) Right-of-Way requirements identified and provided to the Department by: January 1, 2025.
d) Right-of-Way to be certified by January 1, 2025.
e) Construction contract to be let by June 30, 2025.
f) Construction to be completed by January 1, 2027.

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Highlands County 505 South Commerce Avenue Sebring, FL 33870	446394-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2022/2023**	Maximum Department Participation (SCED)	$168,531.00	$	$168,531.00	☐ In-Kind ☐ Cash
FY: **2022/2023**	Maximum Department Participation (SCOP)	$221,907.00	$	$221,907.00	☐ In-Kind ☐ Cash
	Total Construction Cost	$390,438.00 100.00%	$ 0.00 %	$390,438.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$390,438.00	$ 0.00	$390,438.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph, Local Program Coordinator
District Grant Manager Name

DocuSigned by:
Holly Randolph
133936697A4144B...
Signature

02/15/2023 | 4:44 PM EST
Date

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EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

NOTICE OF COMPLETION

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

PROJECT DESCRIPTION:Catfish Creek Road over Catfish Creek Bridge Rehabilitation

FPID#: 446394-1-54-01

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

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

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

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

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

***Award Amount:** $390,438.00

*The state award amount may change with supplemental agreements

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

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

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

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

N

0 200’ 400’

1” = 200’

LAKE JUNE
IN WINTER

BEGIN CONSTRUCTION

CATFISH CREEK RD.

END CONSTRUCTION

REVISIONS			STATUS
DATE	BY	DESCRIPTION	CONCEPTUAL

G:\PROJECTS\Other Projects\Catfish Creek Bridge Maintenance\Catfish Creek Bridge Maintenance_Project Location Map.dwg, Proj Loc, Mahoney, Stacey Colors As Black Except Gray Colors.ctb

DESIGNED BY: J.D. LANGFORD, JR., P.E.
DRAWN BY: STACEY MAHONEY
CHECKED BY: J.D. LANGFORD, JR., P.E.
IN CHARGE: CLINTON HOWERTON, P.E.
DATE: 1/10/2019

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

APPROVED BY: CLINTON HOWERTON, JR., P.E.
FLORIDA REGISTRATION NO.: 61021

DATE:

COUNTY OF HIGHLANDS STATE OF FLORIDA 1921

CATFISH CREEK ROAD BRIDGE MAINTENANCE

PROJECT LOCATION MAP

SCALE:
HORIZ. 1”=200’
VERT. N/A

PROJECT NO. N/A

REV. 0

SHEET 1 OF 1

RESOLUTION NO. 22-23-99

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-086 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 22-23-086 is hereby approved and authorized to appropriate funding from Florida Department of Transportation (FDOT) for Project 22061 Catfish Creek Rd Bridge Rehabilitation in the design, construction, and construction engineering inspection (CEI) of Catfish Creek Road over Catfish Creek Bridge Rehabilitation in the amount of $390,438.00.

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 May 2023.

HIGHLANDS COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS SEAL

By: _____
Chris Campbell, Chairperson

ATTEST:

_____ for
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
April 19, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: 4/18/2023

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

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

PROJECT(S) #: 22061 PROJECT TITLE(S): Catfish Creek Rd Bridge Rehabilitation COST CENTER TITLE(S): Transportation Projects

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3344950Z	Project DOT Grant	22061	0.00	390,438.00		390,438.00
E	151	4102A	56301Z	Project Capital Infrastructure	22061	0.00	390,438.00		390,438.00

REASON: This Budget Ammendment is necessary to allocate funds and set-up a budget for $390,438.00 in funding from Florida Department of Transportation (FDOT).

OFFICE USE ONLY

OMB RECOMMENDATION:

✓ Approval

Denial

Signature: Digitally signed by David Nitz Date: 2023.04.28 14:15:57 -04'00'

REQUEST # 22-23-086

ACTION:

Board ✓ Approved Denied

County Administrator Approved Denied

SIGNATURE:

DATE: 05 / 02 / 2023

TRANSFER TYPE:

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

Posted by Clerk:

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

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

SUBJECT/TITLE: **Request adoption of Resolution 22-23-159, declaring the described property as surplus and no longer needed for County purposes and acceptance of the offer amount of $7,834.00 for transfer of the property.**

STATEMENT OF ISSUE

Adoption of Resolution 22-23-159, declaring certain County property on Citrus Lakes Drive as surplus and no longer needed for a County purpose, as valued at less than $15,000.00, of a unique size, shape, location and value that effectuating a sale with an adjacent property owner is appropriate and approving the sale of the property to Tom Barrett and Vashti Adora Barrett for $7, 834.00

RECOMMENDED ACTION

Move to adopt Resolution 22-23-159 to accept the sale of County surplus property on Citrus Lakes Dr. in the amount of $7,834.00.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget for FY 22-23 in the amount of $7,834 which will be deposited to account 3612200 (Disposition Land Sales).

Attachments: Resolution. 22-23-159.Barrett Property Surplus Sale.SGS.pdf
Agenda Item Packet Barrett Property.pdf

RESOLUTION NO. 22-23-159

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, DESIGNATING CERTAIN REAL PROPERTY LOCATED ON CITRUS LAKES DRIVE AS SURPLUS, OF UNIQUE SIZE, SHAPE, LOCATION AND VALUE AND APPROPRIATE FOR PRIVATE SALE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statutes, Section 125.35(2), if any County owned real property is deemed to no longer be needed for a County purpose, and provided the value of the parcel is $15,000.00, or less as determined by the County Property Appraiser, and the size, shape, location and value of said parcel is determined to be of use only to an adjacent property owner, the County may effect a private sale of the property; and

WHEREAS, Highlands County owns and maintains certain real property described and depicted in **Exhibit "A"** attached hereto (the "**Property**"); and

WHEREAS, Tom Barrett and Vashti Adora Barrett are the property owners of 146 Citrus Lakes Drive, Lake Placid, Florida 33852 ("Barrett Property"), which is adjacent to the Property, have requested to purchase the Property; and

WHEREAS, other than the Barrett Property, Highlands County is the only other property owner with a parcel of land adjacent to the Property; and

WHEREAS, Highlands County has determined that the Property is surplus and no longer needed for County purposes; and

WHEREAS, the Highlands County Property Appraiser has valued the Property at under $15,000.00, based on the land values assigned to the adjacent Barrett Property, and it is hereby determined that because of the unique size, shape, location and value of said Property, it would only be of value to an adjacent property owner; and

WHEREAS, since the Barrett Property is the only adjacent parcel to the Property other than the County, it is hereby determined that it is in the best interest of the County to effectuate a private sale of the Property to Tom Barrett and Vashti Adora Barrett.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and public comment that:

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

SECTION 2. Designating Certain Real Property Located On Citrus Lakes Drive as Surplus, of Unique Size, Shape, Location and Value and Appropriate for Private Sale.

A. The Property as more particularly described and depicted in **Exhibit "A"** attached hereto, is hereby deemed to be surplus and no longer needed for any County purpose.

B. The Highlands County Property Appraiser's value of the adjacent Barrett Parcel is hereby accepted as the value for the Property. The Property value is accepted as Seven Thousand Eight Hundred Thirty-four and 00/100 Dollars ($7,834.00).

C. The unique size, shape, location and value of the Property make the Property of value only to an adjacent property owner.

D. Tom Barrett and Vashti Adora Barrett own the only adjacent parcel to the Property other than the parcel owned by Highlands County; thus, effectuating a private sale of the Property to Tom Barrett and Vashti Adora Barrett in the amount of Seven Thousand Eight Hundred Thirty-four and 00/100 Dollars is hereby deemed to be appropriate and in the best interest of the County.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to sale of the Property, 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.

DONE AND ADOPTED, this 15th day of August, 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

THIS IS NOT A SURVEY!!!

SKETCH TO ACCOMPANY LEGAL DESCRIPTION.

LEGAL DESCRIPTION:

A PORTION OF LAND LYING EAST OF THE RIGHT OF WAY OF CITRUS LAKES DRIVE IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 SOUTH, RANGE 29 EAST, AND LYING NORTH OF RED WATER LAKE AND LYING SOUTH OF LOT 4, BLOCK 5, **CITRUS LAKES COLONY**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 2, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 4, BLOCK 5, **CITRUS LAKES COLONY**; THENCE RUN N90°00'00"E ALONG THE SOUTH PROPERTY LINE OF SAID LOT 4, BLOCK 5, A DISTANCE OF 20.00 FEET; THENCE RUN S41°25'00"E ALONG THE SOUTHWESTERLY PROPERTY LINE OF SAID LOT 4, BLOCK 5, A DISTANCE OF 101.74 FEET TO A POINT ON THE SAFE UPLAND LINE OF RED WATER LAKE; THENCE RUN S29°21'37"W ALONG SAID SAFE UPLAND LINE A DISTANCE OF 15.92 FEET; THENCE CONTINUE ALONG SAID SAFE UPLAND LINE S35°23'46"W A DISTANCE OF 10.28 FEET; THENCE CONTINUE ALONG SAID SAFE UPLAND LINE S42°46'25"W A DISTANCE OF 11.51 FEET; THENCE CONTINUE ALONG SAID SAFE UPLAND LINE S51°40'10"W A DISTANCE OF 11.49 FEET; THENCE CONTINUE ALONG SAID SAFE UPLAND LINE S59°10'25"W A DISTANCE OF 3.75 FEET; THENCE RUN N24°45'04"W A DISTANCE OF 127.78 FEET TO A POINT OF BEGINNING.

GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BOULEVARD, SEBRING, FLORIDA 33870
PHONE: 863-385-6858, FAX: 863-382-4531
EMAIL: INFO@GERMAINESURVEYING.COM
WEBSITE: GERMAINESURVEYING.COM

CLIENT: BARRETT, TOM

JOB NO.: 617-22	SCALE: 1" = 30'
TASK NO.: 003	DRAWN BY: JTA
DATE: 7-30-2023	CHECK BY: GLG

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER MY SUPERVISION, IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17, PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS. SUBJECT TO EASEMENTS, RIGHTS-OF-WAYS, SETBACK LINES, UNDERGROUND UTILITIES, RESERVATIONS AND RESTRICTIONS OF RECORD.

GARY L. GERMAINE
FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER
REGISTRATION #3945

7/31/23
DATE

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER OR THE ELECTRONIC SIGNATURE AND/OR ORIGINAL SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED VALID. LICENSE BUSINESS #6017

GENERAL NOTES:

THIS SURVEY PREPARED FROM LEGAL DESCRIPTION PROVIDED AND IS NOT A CERTIFICATE OF TITLE.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

BEARING SYSTEM BASED ON THE SOUTH PROPERTY LINE OF LOT 4, BLOCK 5, CITRUS LAKES COLONY, AS BEING N90°00'00"E.

LEGEND OF SYMBOLS & ABBREVIATIONS

S.C.M.	SET 4"X4"X24" CONCRETE MONUMENT PSM 3945
NGVD 29	NATIONAL GEODETIC VERTICAL DATUM
NAVD 88	NORTH AMERICAN VERTICAL DATA
S.N.D.	SET NAIL & DISK STAMPED PSM 3945
S.I.R.	SET 1/2"X18" IRON ROD & CAP PSM 3945
F.C.M.	FOUND 4"X4" CONCRETE MONUMENT
C.B.S.	CONCRETE BLOCK STRUCTURE
P.C.C.	POINT OF COMPOUND CURVE
P.O.C.	POINT OF COMMENCEMENT
P.R.C.	POINT OF REVERSE CURVE
(PRO)	PRORATED MEASUREMENT
CPP	CORRUGATED PLASTIC PIPE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCE CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
B.F.P.	BACK FLOW PREVENTOR
(P)	AS RECORDED ON PLAT
(D)	AS RECORDED ON DEED
(F)	AS MEASURED IN FIELD
(C)	AS CALCULATED
F.I.R.	FOUND 1/2" IRON ROD
P.O.B.	POINT OF BEGINNING
NO ID	NO IDENTIFICATION
P.T.	POINT OF TANGENT
F.N.D.	FOUND NAIL & DISK
O.R.	OFFICIAL RECORD
F.I.R.	FOUND IRON ROD
F.I.P.	FOUND IRON PIPE
C.L.F.	CHAIN LINK FENCE
CB=	CHORD BEARING=
P.C.	POINT OF CURVE
F.C.	FENCE CORNER
F.I.P.	FOUND 1/2" PIPE
R/W	RIGHT OF WAY
ELEV.=	ELEVATION=
F.L.	FENCE LINE
CONC.	CONCRETE
P.B.	PLAT BOOK
R=	RADIUS=
L=	LENGTH=
D=	DELTA=
CH=	CHORD=
SQ.	SQUARE
FT.	FEET
PG	PAGE

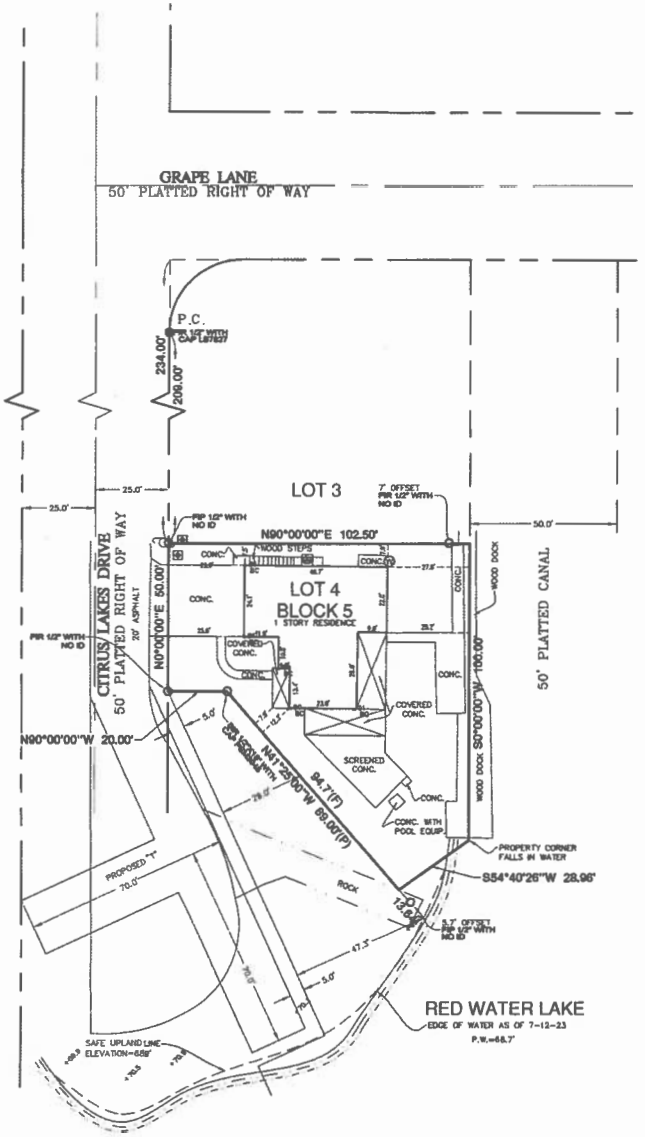
FLAG POLE	SIGN (AS NOTED)
WATER VALVE	MONITORING WELL
FIRE HYDRANT	BACK FLOW PREVENTER
METER POST	WATER METER
POWER POLE	STORM DRAIN MANHOLE
LIGHT POLE	STORM DRAIN INLET
GUY WIRE	
ELECTRIC MANHOLE	
ELECTRIC METER	
ELECTRIC VAULT	
ELECTRIC BOX	
TRANSFORMER	
AIR CONDITIONER UNIT	
TELEPHONE MANHOLE	
TELEPHONE BOX	
CABLE BOX	
TOWER	
VAULT	
WELL	
GREASE TRAP	
SEWER MANHOLE	
SEWER VALVE	
CLEAN OUT	
GAS VALVE	
GAS METER	
HANDICAPPED PARKING	
MITERED END SECTION	
TRAFFIC SIGNAL BOX	
SIGNAL LIGHT POLE	
SIGNAL LIGHT	
POINT OF ACCESS	

THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PEOPLE LISTED AND THEIR SUCCESSORS OR ASSIGNS ONLY FOR THIS PARTICULAR TRANSACTION. ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTIONS IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO PERSON OTHER THAN THOSE LISTED SHOULD RELY ON THIS SURVEY. ©

REVISIONS

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SHEET 1 OF 1



SKETCH

LEGAL DESCRIPTION:
LOT 4, BLOCK 5, CITRUS LAKES COLONY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 2, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

STREET ADDRESS:
146 CITRUS LAKES DRIVE
LAKE PLACID, FLORIDA
33852

GRAPHIC SCALE

30 0 15 30

(IN FEET)
1 inch = 30 ft

LINE TABLE	
BOUNDARY	
TIE LINE	
LOT LINE	
BUILDING	
CENTERLINE	
RIGHT OF WAY	

NOTE:
ELEVATIONS BASED ON NATIONAL GEODETIC SURVEY DATA. SHEET DESIGNATION - P 656, PID - DJ5265, HIGHLANDS COUNTY, FL., ELEVATION OF 87.64 FEET IN NAVD 88 DATUM.

GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3820 KENILWORTH BOULEVARD, AVENTURA, FLORIDA 33870
PHONE: 863-385-6956, FAX: 863-382-4531
EMAIL: INFO@GERMAINESURVEYING.COM
WEBSITE: GERMAINESURVEYING.COM

CLIENT: BARRETT, TOM

JOB NO.: 617-22	SCALE: 1" = 30'
TASK NO.: 002	DRAWN BY: JTA
SURVEY DATE: 11.14.2022	CHECK BY: GLG

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER MY SUPERVISION, IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17 PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS. SUBJECT TO EASEMENTS, RIGHTS-OF-WAYS, SETBACK LINES, UNDERGROUND UTILITIES RESERVATIONS AND RESTRICTIONS OF RECORD.

GARY L. GERMAINE
FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER
REGISTRATION #3945
DATE

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GENERAL NOTES:

THIS SURVEY PREPARED FROM LEGAL DESCRIPTION PROVIDED AND IS NOT A CERTIFICATE OF TITLE

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY

BEARING SYSTEM BASED ON THE EAST RIGHT OF WAY LINE OF CITRUS LAKES DRIVE AS BEING N00°00'00"E.

LEGEND OF SYMBOLS & ABBREVIATIONS

S.C.M.	SET 4"X4"X24" CONCRETE MONUMENT PSM 3945
NGVD 29	NATIONAL GEODETIC VERTICAL DATUM
NAVD 88	NORTH AMERICAN VERTICAL DATA
S.N.D.	SET NAIL & DISK STAMPED PSM 3945
S.I.R.	SET 1/2"X18" IRON ROD & CAP PSM 3945
F.C.M.	FOUND 4"X4" CONCRETE MONUMENT
C.B.S.	CONCRETE BLOCK STRUCTURE
P.C.C.	POINT OF COMPOUND CURVE
P.O.C.	POINT OF COMMENCEMENT
P.R.C.	POINT OF REVERSE CURVE
(PRO)	PRORATED MEASUREMENT
CPP	CORRUGATED PLASTIC PIPE
CMP	CORRUGATED METAL PIPE
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PVC	POLYVINYL CHLORIDE PIPE
B.F.P.	BACK FLOW PREVENTOR
(P)	AS RECORDED ON PLAT
(D)	AS RECORDED ON DEED
(F)	AS MEASURED IN FIELD
(C)	AS CALCULATED
F.I.R.	FOUND 1/2" IRON ROD
P.O.B.	POINT OF BEGINNING
NO ID	NO IDENTIFICATION
P.T.	POINT OF TANGENT
F.N.D.	FOUND NAIL & DISK
O.R.	OFFICIAL RECORD
F.I.R.	FOUND IRON ROD
F.I.P.	FOUND IRON PIPE
C.L.F.	CHAIN LINK FENCE
CB=	CHORD BEARING=
P.C.	POINT OF CURVE
F.C.	FENCE CORNER
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R/W	RIGHT OF WAY
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CONC.	CONCRETE
P.B.	PLAT BOOK
R=	RADIUS=
L=	LENGTH=
D=	DELTA=
CH=	CHORD=
SQ.	SQUARE
FT	FEET
PG	PAGE

FLAG POLE	
WATER VALVE	
FIRE HYDRANT	
METER POST	
POWER POLE	
LIGHT POLE	
GUY WIRE	
ELECTRIC MANHOLE	
ELECTRIC METER	
ELECTRIC VAULT	
ELECTRIC BOX	
TRANSFORMER	
AIR CONDITIONER UNIT	
TELEPHONE MANHOLE	
TELEPHONE BOX	
CABLE BOX	
TOWER	
VAULT	
WELL	
GREASE TRAP	
SEWER MANHOLE	
SEWER VALVE	
CLEAN OUT	
GAS VALVE	
GAS METER	
HANDICAPPED PARKING	
MITERED END SECTION	
TRAFFIC SIGNAL BOX	
SIGNAL LIGHT POLE	
SIGNAL LIGHT	
POINT OF ACCESS	
SIGN (AS NOTED)	
MONITORING WELL	
BACK FLOW PREVENTER	
WATER METER	
STORM DRAIN MANHOLE	
STORM DRAIN INLET	

THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PEOPLE LISTED AND THEIR SUCCESSORS OR ASSIGNS ONLY FOR THIS PARTICULAR TRANSACTION. ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTIONS IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO PERSON OTHER THAN THOSE LISTED SHOULD RELY ON THIS SURVEY

REVISIONS

1	ADDITIONAL LOCATION 7.12-23 (JTA)
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SHEET 1 OF 1

8/3/23

To: Highlands County Board of County Commissioners

Re: To be on meeting agenda 8/15/23 for Vacation of Right of Way at 146 Citrus Lakes Dr

The land for 146 Citrus Lakes Dr is assessed by the Property Appraiser at $16,500 and consists of approx 8,227 sf which equals $2.00 per sf.

The total area available for purchase is +/- 3,917 square feet. At $2.00 per sf that amount comes to $7,834.00. The sf was decreased from the original "informational" sketch by HC Engineering Dept due to the water line determination by Germaine Surveying.

The proposed land to be vacated is essentially worthless by itself from a real estate viewpoint. It does not meet County minimums for building a new home for sf, setbacks, part is marsh, etc. And being zoned M1S, you could not use the property for anything else without having a primary dwelling.

I have already invested $2,350 in survey and engineering work for this proposal and hope for your positive consideration and approval.

Regards,

Tom I Barrett



0 20' 40'
1" = 20'

N

= AREA OF PROPOSED UPLANDS TO BE VACATED
±4276 Square Feet (0.098 Acres)

REVISIONS			STATUS
DATE	BY	DESCRIPTION	FOR INFORMATION

G:\PROJECTS\Other Projects\146 Citrus Lakes Drive\Citrus Lakes Drive - Site Plan.dwg, 11x17, Mahoney, Stacey Colors As Black Except Gray Colors.ctb

DESIGNED BY: J.D. LANGFORD, P.E.
DRAWN BY: STACEY MAHONEY
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 8/7/2023

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

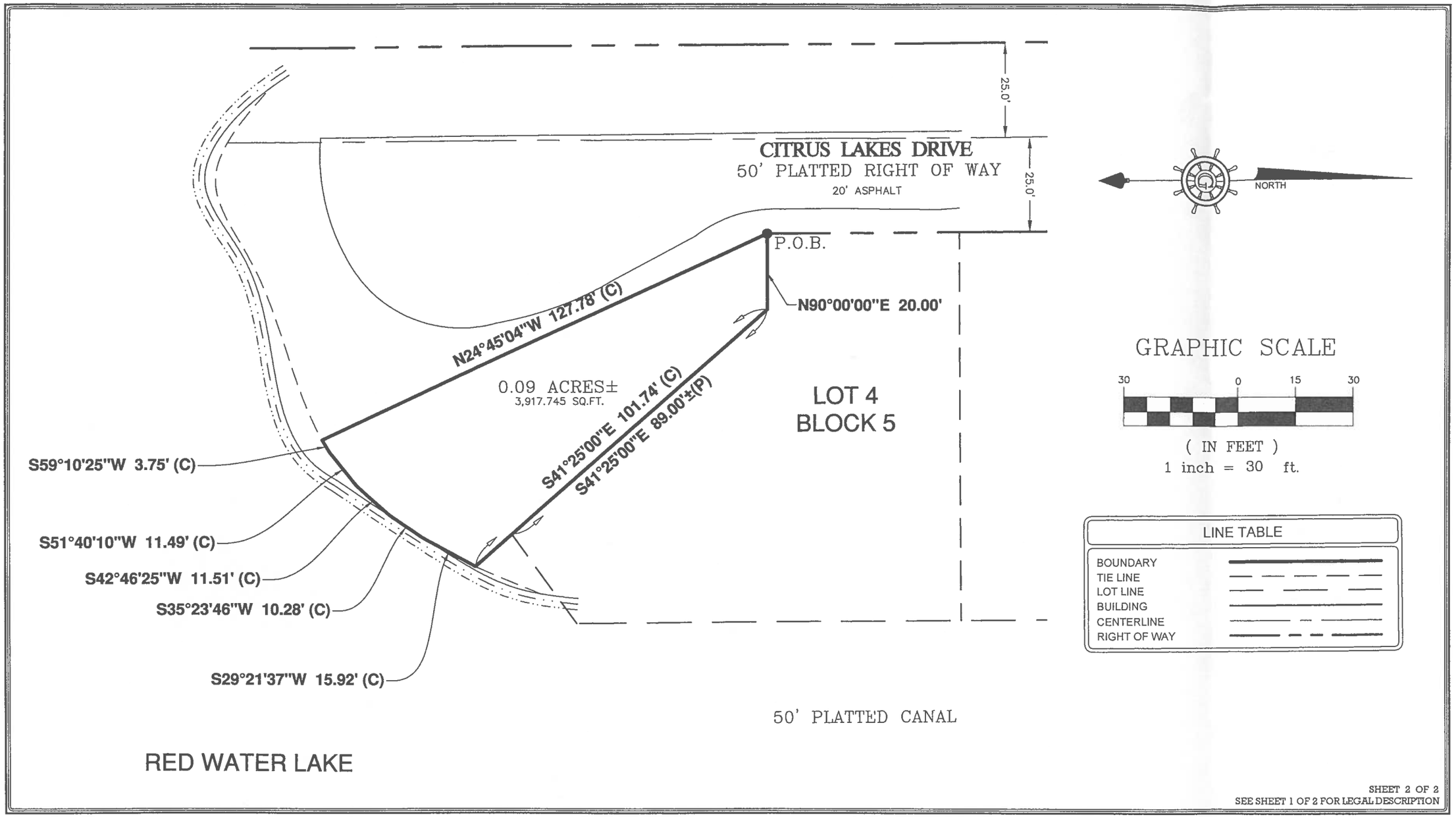
APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402
DATE:

PROPOSED UPLAND R/W VACATION
146 CITRUS LAKE DRIVE
SITE PLAN

SCALE:
HORIZ. 1"=20'
VERT. N/A

PROJECT NO. N/A | REV. 0

SHEET 1 OF 1



SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **Request adoption of Resolution 22-23-158 granting joint authority to the Chairperson of the Board of County Commissioners and the County Administrator to allow for the execution and submittal of certain applications and/or letters.**

STATEMENT OF ISSUE

Adoption of a Resolution granting joint authority to the Chairperson of the Board of County Commissioners and the County Administrator to allow for the execution and submittal of certain applications and/or letters.

RECOMMENDED ACTION

Move to approve Resolution 22-23-158 granting joint authority to the Chairperson of the Board of County Commissioners and the County Administrator to allow for the execution and submittal of certain applications and/or letters.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Resolution.County_Administrator_and_Chair_Authority_Support_and_Grant_App.SGS.pdf

RESOLUTION NO. 22-23-158

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO SPECIAL JOINT AUTHORITY FOR THE CHAIRPERSON OF THE BOARD OF COUNTY COMMSSIONERS AND COUNTY ADMINISTRATOR RELATED TO CERTAIN GRANT APPLICATIONS, LETTERS OF SUPPORT OR OPPOSITION AND LETTERS OF RECOMMENDATION OR ENDORSEMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY AND REPORTING; 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 125.01, confers upon the Highlands County Board of County Commissioners, as the governing body of Highlands County, the power to carry on County government including the adoption of its owns rules and procedures; and

WHEREAS, the Highlands County Board of County Commissioners recognizes that the day to day operations of county government requires the County to submit various grant applications in order to strategically and effectively operate; and

WHEREAS, during the legislative session each year, the need may arise for Highlands County to join its fellow local government entities or other organizations in pledging support or opposition related to certain proposed legislation; and

WHEREAS, Highlands County has various community partners and frequently, such partners and key community stakeholders seek non-monetary sponsorships, endorsements and/or recommendations from Highlands County; and

WHEREAS, the County has determined, in pursuit of government efficiency, that it is in the best interest of the citizens of Highlands County to grant joint authority to the Chairperson of the Board of County Commissioners and the County Administrator to allow for the execution and submittal of certain applications, and/or letters in accordance herewith, on behalf of Highlands County.

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. Authority and Reporting.

A. The Chairperson of the Board of County Commissioners and the County Administrator, working in conjunction with one another, are hereby authorized to execute, as appropriate, and submit certain grant applications provided:

i. the application deadline occurs prior to the next regularly scheduled board meeting;

ii. the purpose of the grant is not inconsistent with County policy or objectives;

iii. the grant does not require matching funds or specific expenditures;

iv. the grant does not require the creation of new programs or the expansion of existing programs.

B. The Chairperson of the Board of County Commissioners and the County Administrator, working in conjunction with one another, are hereby authorized to execute, as appropriate, and submit certain letters of support or opposition related to proposed legislation provided:

i. the deadline for submission of the letter of support or opposition occurs prior to the next regularly scheduled board meeting;

ii. the purpose of the letter is not inconsistent with County policy or objectives;

iii. the Florida Association of Counties or other entity which provides support to governmental agencies related to matters of great importance to local governments, including but not limited to issues impacting daily operations, liability, unfunded mandates and dilution of local government powers.

C. The Chairperson of the Board of County Commissioners and the County Administrator, working in conjunction with one another, are hereby authorized to execute, as appropriate, and submit certain letters of recommendation or endorsement for community partners and key community stakeholders provided:

i. the letter of recommendation or endorsement is specifically requested by a constitutional officer of Highlands County; a town, municipality, authority, special district or other governmental entity in Highlands County, the Highlands County School Board, a State educational facility located in Highlands County, a Department of the State of Florida, a not for profit entity which provides support to governmental agencies related to matters of great importance to local governments or a key community stakeholder proposing to advance needed programs and/or development related prospects for the benefit of Highlands County;

ii. the deadline for submission of the letter of recommendation or endorsement occurs prior to the next regularly scheduled board meeting;

iii. the purpose of the letter of recommendation or endorsement is not inconsistent with County policy or objectives;

iv. the letter of recommendation or endorsement does not commit the County to provide funding or to make a future expenditure of any type.

D. Periodically, the County Administrator shall notify the Board of County Commissioners, by way of informational agenda item, of any grant applications, letters of support or opposition related to proposed legislation and/or any letters of recommendation or endorsement which have been executed and submitted pursuant to the parameters hereof. Failure of the County Administrator to notify the Board of County Commissioners related to the execution and submission of any such grant applications, letters of support or opposition related to proposed legislation and/or any letters of recommendation or endorsement for community partners or key community stakeholders, shall not in any way invalidate such transaction.

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 joint authorization for the Chairperson of the Board of County Commissioners and the County Administrator as set forth 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.

Signatures on Following Page

PASSED AND ADOPTED this 15 day of August, 2023.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

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

SUBJECT/TITLE: **Request to adopt Budget Amendment 22-23-134 to realign excess funds from road projects.**

STATEMENT OF ISSUE

This Budget Amendment is requesting to realign unused funds in the amount of $259,762.58 from road Projects 22020, 22021, 22022, 22025, 22043, 21046 and Resurface Asphalt Funds in the amount of $259,762.58 to existing Project 22041 and 22059, and new road Project 22078 and 22080.

RECOMMENDED ACTION

Move to adopt Budget Amendment 22-23-134 to realign excess funds from road projects.

FISCAL IMPACT

The fiscal impact to Fund 151 (Infrastructure Surtax) is $259,762.58. This budget amendment is realigning unused adopted funds and re-appropriating said funds into Project 22041, 22059, 22078 and 22080 for further roadway construction.

Attachments: 22-23-134 R&B Projects_Realignment revised.pdf

REVIEWED
O.M.B DEPARTMENT
August 2, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/26/2023**

SUBMITTED BY: **Jonathan Harrison**

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

PROJECT(S) #: **SEE BELOW** PROJECT TITLE(S): **SEE BELOW** COST CENTER TITLE(S): **Transportation Projects**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	4102A	56301Z	Project Capital Infrastructure	22020	316,500.00		1,500.00	315,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	22021	50,500.00		3,750.82	46,749.18
E	151	4102A	56301Z	Project Capital Infrastructure	22022	90,000.00		1,791.34	88,208.66
E	151	4102A	56301Z	Project Capital Infrastructure	22025	57,000.00		889.00	56,111.00
E	151	4102A	56301Z	Project Capital Infrastructure	21046	214,172.35		50,199.59	163,972.76
E	151	4102A	56301Z	Project Capital Infrastructure	22043	30,000.00		1,631.83	28,368.17
E	151	4102A	55303	Resurface Asphalt		1,900,000.00		200,000.00	1,700,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	22041	154,819.67	50,199.59		205,019.26
E	151	4102A	56301Z	Project Capital Infrastructure	22059	280,000.00	83,562.99		363,562.99
E	151	4102A	56301Z	Project Capital Infrastructure	22078	0.00	76,000.00		76,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	22080	0.00	50,000.00		50,000.00

REASON: **Realign unused funds to complete existing projects and reconstruct additional roadways.**

CE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 22-23-134

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-134

FUND(S)	FUND TITLE(S)
151	Infrastructure Surtax

COST CTR(S)	COST CENTER TITLE(S)
4102A	Transportation Projects

FND	CST CTR	PROJ #	PROJECT TITLE
151	4102A	22020	Ballard Rd
151	4102A	22021	W. Bench Rd
151	4102A	22022	N. Lone Bay Blvd
151	4102A	22025	Ecstasy Ave
151	4102A	21046	Spring Lake Drainage Improvements
151	4102A	22043	Lk Clay Dr - CR 621 Intersection
151	4102A	22041	Hammock Rd Drainage
151	4102A	22059	Morgan Path
151	4102A	22078	Abarth Ave
151	4102A	22080	N. Camden Rd

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **Consideration of Statement of Legislative Intent to disband the Dangerous Dog Hearing Board and revise the County's Code to otherwise provide for dangerous dog proceeding requirements**

STATEMENT OF ISSUE

STATEMENT OF LEGISLATIVE INTENT

The legal team is currently in the process of reviewing all Boards and Committees created by the Board of County Commissioners to ensure consistency with one another and that the same are up to date with applicable law.

While conducting this review, the Dangerous Dog Hearing Board was discovered as a current committee requiring its members to file a Form 1 every year, despite the fact that the Board does not meet regularly. This Committee was created by Ordinance 97-26, effective July 23, 1997, and only convenes when there is a specific need to provide a dog owner with an opportunity to defend against the decision of an Animal Control Officer that the dog should be deemed dangerous. Historically, hearings take place once every 3 years. Coordinating the group of individuals to ensure a quorum could prove to be difficult which could cause a problem since the statute requires that a dangerous dog hearing be held within a specific number of days after receipt of a request from the dog owner.

On December 27, 2005, the County adopted Ordinance 05-06-4, which created the Code Enforcement Special Magistrate position for the purpose of conducting hearings related to County Code violations.

The County's Special Magistrate would be is in the best position to preside over Dangerous Dog hearings because of the system we already have in place and the fact that coordination, in order to comply with Florida Statutes, Section 767.11, would be easier to achieve with one person.

The purpose of this Statement of Legislative Intent is to recommend that the Board adopt a more streamlined process for its Dangerous Dog hearings.

RECOMMENDED ACTION

Motion to instruct staff to draft an ordinance disbanding the Dangerous Dog Hearing Board and otherwise revising the Code of Ordinances to provide for the County's Special Magistrate to preside over dangerous dog proceedings and to include such other changes as are necessary to meet the intent of this direction.

FISCAL IMPACT

The fiscal impact would be staff and legal time to complete any necessary revisions.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

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 August 2, 2023.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal_Long_Range_Log.docx

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
1	Hospital sale issues	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Lincoln Heights Park	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	
	Update to Administrative Code regarding confirmation of upper management positions	
	HL Bishop Park commercial water vessel RFLOI	
	Resolution authorizing County Administrator/Chairman to issue certain letters of support and grant applications	
	Various Assessment Resolutions for FY 23-24	
N/A	Update of all County policies which are not codified in a manual	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER: **Laurie Hurner, 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 August 2, 2023.

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Commissioner's Priorities (FINAL) 8-15-23.pdf
Project Updates (FINAL) 8-15-23.pdf

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	The requested changes to FS155.40 was not accepted by the House.	Meet with Administration on next steps after the 2023 legislative season has concluded.	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 will finish in 2023. City staff is short handed so having trouble completing their portions.	Sebring hydraulic modeling is the last part to be completed by July 2023. The entire project is 95% complete with some issues remaining gathering the necessary hardware data from the city to generate an quality hydraulic model. The original plan was to allocate $15,000 for an annual update should be able to move directly to the GIS department moving forward.	Spring 2023
Priority 3	Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	The General Fund unassigned fund balance at September 30, 2022 is 4.26 months	OMB will be presenting a plan for millage reduction in the upcoming budget process	Complete
Priority 4	Leah Sauls	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination. Sites approved for Lake Placid, Sebring, and Avon Park.	Lake Placid, Sebring and Avon Park sites are all open full schedule to the public.	Complete
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs. SRF Loan project to perform study in process. Additional 3 basin studies underway with CFI projects. R&B performing maintenance as able.	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Minor improvements suggested in Carter Creek Watershed Study	Pending funding
2	Crit. Inf. - Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	Minor ditch improvements completed.	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
3	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension PROJECT	FINISHED	Project Completed	Completed
4	Engineering	Sebring Parkway Phase IIA	Construction Complete	Completed	Completed
5	Engineering	Sebring Parkway Phase IIB	Construction Complete	Completed	Completed
6	Engineering	Heron St. Roadway Improvements - Project #18007	Construction Complete	Completed	Completed
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	Construction began 08/25/2022 - Behind Schedule	Construction is completed with the exception of the final lift of asphalt. Due to asphalt shortage, the contractor has been delayed. We continue to monitor the issue.	Ongoing
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Project Complete	Project Completed	Completed
9	Engineering	19016 Sun N Lake Sidewalk -LAP project	Construction begin on 6/5/23. Final walk-through by FDOT & County Staff was on Friday, 7/28/23 at 10:00 am.Project deemed substantially complete.	Project close-out	Ongoing
10	Engineering	Arbuckle Creek Road Turn Lane - Project #16002	Construction began 4/11/22 - On Schedule	Final inspection by FDOT	Completed
11	Engineering	17034 Memorial Drive MUP -LAP project	TOA with CivilSurv for redesign has been executed. Staff issued Notice to Proceed on 7-20-23.	City of Sebring Commission voted to sign contract with CivilSurv to design plan for relocating utilities. FDOT is preparing a request to shift funding to a later fiscal year in order to facilitate redesign of sidewalk to avoid utilities. CivilSurv to begin redesign per terms of TOA.	Ongoing
12	Critical Inf. - Drainage	SRF Water Quality and Drainage Studies	NTP Issued 4/10/23 - Project Underway	Scheduled regular meetings with both consultants. Both gathering data for study areas.	Ongoing
13	Solid Waste	New Cell Expansion - Project No. 21078	FDEP application submitted and received 6-8-23.	Application submitted to FDEP 6-8-23. Bid document preparation underway while awaiting permit questions/comments.	Ongoing
14	Solid Waste	Arbuckle Landfill Borrow Pit - Project No. 20045	Draft of the FDEP 404 Program Individual Permit submitted for review.	TOA# 1-3 with Chastain Skillman was approved by the Board on 5/2/23 for Bald Eagle Monitoring Services required by the USF&WS permit for the project. A draft of the Collany Wetland Mitigation Bank Credit Purchase Agreement to purchase of 0.49 Wetland Credits required by SFWMD and FDEP was submitted to legal on 5/11/23. The FDEP State 404 Program Individual Permit requiring the purchase of wetland mitigation credits to offset the wetland impacts to construct the haul road providing access to the proposed borrow pit was submitted to the County for review on 5/9/23 and is being reviewed by staff.	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
15	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
16	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial/manufacturing prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. A firm has been selected for the broadband expansion. Design work has already been stated, with permitting to follow, and hopefully construction commencing before the end of the year. Combined with the efforts of Glades Electric there will be a great deal of territory covered with fiber optic cable in the next 3 years. Companies and workforce will take notice that their regular service level will be available in Highlands County making us all the more attractive.	Ongoing
17	Economic Development	Broadband/ Highspeed Internet	IBT Group USA has been selected by the county through the RFP process. Negotiations are underway with the firm to finalize the agreement.	While the details are worked out on the agreement, IBT Group has already submitted an applications for the Broadband Opportunity Fund. $4.7M was awarded for the Crystal Lake Community by Lake Denton. Another $13M was awarded to other ISPs. We will also refine the design they have presented to us while working with IT, FDOT, Road & Bridge, and Engineering. Letters of support from the County and each municipality will be helpful. We will monitor Office of Broadband and State initiatives for the next options.	Ongoing
18	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units (chassis have been delivered to the vendor in Ocala). 1 rescue remount is still waiting on a chassis. Construction and planning continues on Fire Stations 20/36. We are still moving along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
19	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

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
20	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Staff held a community round table on the topic of what kind of facility is needed in the County. Groups from around the County are encouraged to submit their suggestions via email, if they were not in attendance.	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Aug 15, 2023

PRESENTER:	**Laurie Hurner, County Administrator** **David Nitz, OMB Manager**
SUBJECT/TITLE:	**Presentation to consider the Proposed Budget for FY 23/24.**

STATEMENT OF ISSUE

Administration, Board departments, Constitutional Officers and OMB staff have been reviewing the Recommended Budget as presented July 3, 2023, and making numerous changes as directed by the Board and Administration. OMB staff is presenting the Proposed Budget document for the Board's consideration and input.

RECOMMENDED ACTION

No Action Required

FISCAL IMPACT

The fiscal impact for the Proposed Budget is the current budget amount of all funds totaling $188,151,147.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 15, 2023

PRESENTER:

SUBJECT/TITLE: Board payables from to August 1, 2023, to August 14, 2023

Attachments: