HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, September 19, 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, September 19, 2023, at 1:00 p.m., in the HSWCD Conference room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Historic Preservation Commission will hold a special meeting on Thursday, September 19, 2023, at 2:30 p.m., in the Engineering Training room, 505 S. Commerce Ave., Sebring

The Highlands County Board of County Commissioners will hold the final Public Hearing to consider the proposed FY 23/24 Budget on Tuesday, September 19, 2023, at 5:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, September 20, 2023, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Update from Madden Media on Digital Marketing partnership with the Highlands County Tourist Development Council (TDC).*
Jen Carlisle & Lauren Hartog, Madden Media
Casey Hartt, TDC Lead Marketing Consultant
There is no fiscal impact.
Sept 2023 Visit Sebring_ BOCC Deck .pdf

6.B *Update from Airstream Ventures on Sports Tourism partnership with the Highlands County Tourist Development Council (TDC)*
Alan Verlander, CEO of Airstream Ventures
Casey Hartt, TDC Lead Marketing Consultant
There is no fiscal impact.

Visit Sebring BOCC Presentation-September 2023 (1).pdf

6.C *Request approval of the Highlands County Fire Rescue Chaplaincy Program.*
Dustin Fitch, Acting Deputy Chief
There is no fiscal impact.
REACT Training Program Info.pdf
FFC brochure-2020.pdf
Chaplain Program Letter.pdf

6.D *County Administrator Laurie Hurner Presentation of Years of Service Award for Michael Swafford*
James K. Duppenthaler, Acting Fire Chief
No fiscal impact.
M Swafford Agenda Item.docx

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request to approve and execute the plat of North Oleander Drive Tradesmen Warehousing for recordation.*
JD Langford, P.E., County Engineer
There will be no additional fiscal impact, North Oleander Drive is a County maintained roadway.
Location Map 11x17.pdf
Scanned Mylar 11 X 17.pdf

8.B *Request approval of Budget Amendment 22-23-146 to realign unused funds from road resurfacing.*
Jonathan Harrison, Road & Bridge Director
22-23-146 Project 22082 Jack Weisser Blvd.pdf

8.C *Request approval of the State Aid to Libraries Grant Agreement between the State of Florida, Department of State and the Highlands County Board of County Commissioners for and on behalf of the Highlands County Library System FY 23-24.*
Vikki Brown
The fiscal impact will be an estimated decrease of $33,874 to Fund 005 (General) and the overall budget as $225,000 is budgeted in FY23-24 and the estimated State Aid to Libraries grant is listed at $191,126.
HIGHLANDS 2023-2024-estimated-grants.pdf
HIGHLANDS CertificationofHours (1).pdf
HIGHLANDS StateAidToLibrariesGrantAgreement.pdf

8.D *Request approval of the Public Emergency Medical Transportation Letter of Agreement with the State of Florida, Agency for Health Care (AHCA) relating to intergovernmental transfer to the State for the supplemental payment program for Medicaid managed care patients related to fiscal year 2023-2024.*
Tanya Cannady, CPA, CDM
Business Services Director

The payment to AHCA will not exceed $350,205 to provide an income projection of

$833,027, for a net positive impact to the General Fund of approximately $482,822 in supplemental payments.
SFY 2023-24 PEMT LOA - Highlands County.pdf

8.E *Request approval of Agreement for Purchase and Sale of Compensatory Wetland Credits with Collany Mitigation, LLC for the purchase of Federal Mitigation Credits.*
Clinton Howerton, Jr., P.E., Critical Infrastructure Director
There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 22/23 budget as funds for purchase of the wetland mitigation credits were appropriated into Project 20045 on September 6, 2022. Adoption of Resolution 21-22-178 and Budget Amendment 21-22-126 were approved on September 6, 2022, to move $61,250.00 in funds needed to purchase the mitigation credits into Cost Center 4210, Account 53100Z – Project Professional Services of Project 20045 – Borrow Pit Mining.(Attached)
Collany_Highlands County_Partially Executed_9_6_23.pdf
Fully executed agenda 9-6-22 item 8R SMB 149 PAGE 75.pdf

8.F *Request approval of Budget Amendment 22-23-148 to clean-up negative account balances in various cost centers.*
David Nitz, OMB Manager
There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is merely realigning budgeted funds within or between cost centers totaling $38,500.00.
22-23-148 Cost Center Negative Clean Up3 (BA).pdf

8.G *Request approval of Amendment 2 to the Tourism Consultant Services Agreement extending the contract for one year to Fiscal Year 2023-2024.*
Leah Sauls, Development Services Director
The fiscal impact is an increase to Fund 152 (Tourist Development) in the amount of $2,966.40 to Cost Center 5301 (Tourist Dev - Operations), account 53400 (Contractual Services).
Gray Dog Contract Signature Page.pdf

8.H *Request adoption of Resolution 22-23-186 updating policies to the Tourist Development Grant Program.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
TDC Grant Program Recommended Changes - voted 8.10.23.docx
Resolution 22.23.186_TD Grant Policies.SGS (002).pdf
Exhibit A TDC_High_Impact_Grant_Policy.sgs.pdf
Exhibit B TDC New Event Grant Policy.sgs.pdf
Exhibit C TDC Sports Event Grant Policy.sgs.pdf
Exhibit D TDC Special Event Grant Policy.sgs.pdf

9 COMMITTEE ASSIGNMENTS:

10 PUBLIC HEARING

10.A *Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-23-621SS, for an approximate 38.73-acre parcel, from Agriculture (AG) to Medium Density Residential (RM).*

Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report CPA-23-621SS for BCC Keiber & Macbeth.pdf
Application CPA-23-621SS Keiber & Macbeth.pdf
Ordinance CPA-23-621SS Keiber & Macbeth.pdf

10.B *Public hearing to consider adoption of P&Z Hearing No. 2133, changing the Official Zoning Atlas for an approximate 38.73-acre 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 2133 for BCC Keiber & Macbeth.pdf
Application P&Z 2133 Keiber & Macbeth.pdf
Resolution P&Z 2133 Keiber & Macbeth.pdf

10.C *Request adoption of Ordinance Number: 22-23-33, amending the Highlands County Code of Ordinances, Chapter 2, Administration.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Ordinance 22-23-33 Amend Chapter 2 Article IV sec 2-56.sgs.docx

10.D *Request adoption of Ordinance Number 22-23-34, amending the Highland's County Code of Ordinances, Chapter 4.5, Animals and Fowl.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Ordinance 22-23-34 Amend Chapter 4.5 .Article II sec 4.5-28.sgs.docx

11 ACTION AGENDA

11.A *Consideration of Statement of Legislative Intent for amendments to the Land Development Regulations regarding Temporary Use Permits.*
Rachel Barry, Zoning Supervisor
There is no fiscal impact.
SLI - LDR updates for TUP processes

11.B *Request approval of two (2) temporary RV permits in accordance with Senate Bill (SB) 250.*
Rachel Barry, Zoning Supervisor
There is no fiscal impact.
Action Item - Pending RV permits

11.C *Request approval of the Tourist Development Council's recommendation for the FY 2023-2024 Marketing Plan and Budget.*
Casey Hartt, Lead Marketing Consultant
The fiscal impact will be an increase of $160,979 to Cost Center 5305 (Marketing and Promotion) which will occur with a budget amendment after 10/1/23.
TDC-Budget-pres-2023-2024.pdf
8.10.23 TDC Minutes (Draft).pdf

11.D *Request to accept a Florida Department of Environmental Protection Resilient Planning Grant Award in the Amount of $340,000.00, approve Budget Amendment*

22-23-135, with accompanying Resolution 22-23-135R, and approve an Interlocal Agreement with the Central Florida Regional Planning Council for the preparation of a vulnerability assessment and resiliency action plan for Project 22079.
Leah Sauls, Development Services Director
Jennifer Codo-Salisbury, Executive Director, Central Florida Regional Planning Council
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $340,000.00 to be appropriated in Cost Center 2700 (Planning and Zoning). FDEP is providing the grant award in the amount of $340,000.00 to conduct a Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, and an update to the Local Mitigation Strategy. No match is required. This grant award has eleven (11) deliverables. The final project must be complete by March 31, 2025. The project is 100% reimbursable. The County will be reimbursed after deliverables are submitted and proof of payment to the CFRPC is provided.
23PLN116-Grant Agreement.pdf
22-23-135 Project 22079 Vulnerability Assessment (9-5-23) (BA).pdf
22-23-135R Project 22079 Vulnerability Assessment (9-5-23) (Resolution).pdf
Interlocal Agreement.pdf
09_19_2023 Highlands VA Presentation.pptx

11.E *Request approval of the license agreement between Highlands County Board of County Commissioners and Lake June Pontoons, LLC.*
Brandon Gunn, Interim Parks & Facilities Director
The fiscal impact is an increase of revenue in the amount of $24,000 per year to the General Fund (005), account 3475400.
Agreement-Lake June Pontoon 9-11-2023 revised.docx.pdf

11.F *Request approval of Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation insurance policies annual renewal for fiscal year 2023/2024.*
Sherri L. Bennett, Human Resources Manager
Kristina Fyfe, Risk Management / Human Resources Specialist.
The estimated premium of $2,583,597 is included in the FY 23/24 budget. This is an increase of $666,676, which is 35% from the previous year.
HCBCC Premium Comparison no Exposures 23-24.pdf
HCBCC Executive Summary 9-8-23.docx
HCBCC Renewal summary.pdf

12 COUNTY ADMINISTRATOR AND LEGAL

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

13 COMMISSIONERS

14 INFORMATIONAL

14.A *Board payables from to September 7, 2023, to September 18, 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: September 19, 2023

PRESENTER:	**Jen Carlisle & Lauren Hartog, Madden Media** **Casey Hartt, TDC Lead Marketing Consultant**
SUBJECT/TITLE:	**Update from Madden Media on Digital Marketing partnership with the Highlands County Tourist Development Council (TDC).**

STATEMENT OF ISSUE

Jen Carlisle and Lauren Hartog from Madden Media to give a brief presentation and provide an update on the Tourist Development Council's accomplishments in partnership with Madden Media for Digital Marketing efforts in 2023.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Sept 2023 Visit Sebring_ BOCC Deck .pdf



BOCC MEETING

Sept. 19, 2023

MADDEN
CONNECT PEOPLE TO PLACES

FY Marketing Performance

October '22 – August '23

WEBSITE TRAFFIC

266,295

Total Users
50% paid / 50% organic

59%

Engagement Rate

Top Visited Pages

1. Homepage
2. Local Dining
3. Events
4. Raceway
5. Local Cities

Top Origin Cities

1. Atlanta
2. Tampa
3. Sebring
4. Miami
5. Orlando
6. New York City
7. Chicago
8. Jacksonville

Website Insights

- Website traffic has **increased 70%** YoY
- Website traffic from Atlanta, Miami, Chicago & Jacksonville have all **more than doubled** over YoY
- Paid media driving users to the Stay page produced **3,000+ outbound clicks** to accommodation partner pages which is **67% of all Stay page partner outbound clicks**
- **60% of all Travel Guides downloaded** came from paid media, equating to **1,890 Guides downloaded**



Annual Travel Guide refreshed May 2023

PAID MEDIA
AD CAMPAIGN OVERVIEW

12.89M

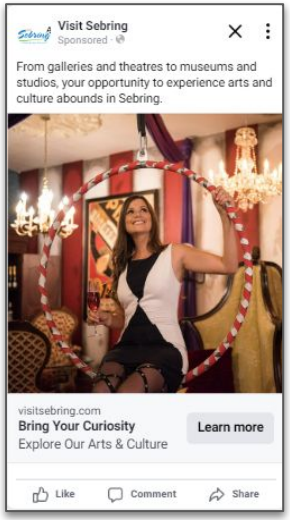
Total Impressions

264,095

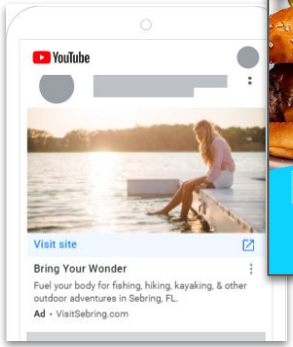
Total Ad Clicks

Paid Media Strategy and Tactics

- Campaign launch: “Bring It” To Sebring
- Audiences are driven to the VisitSebring.com website from ads strategically placed on:
  - Google Search, Discovery and Display networks
  - Meta (Facebook/Instagram)
  - Native story advertising
- Target Audiences:
  - Family Travel
  - Outdoor Recreation Adventurists
  - Small Town Lovers
  - Road Trippers

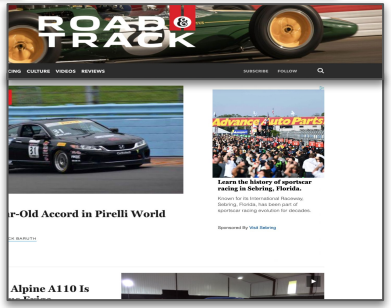


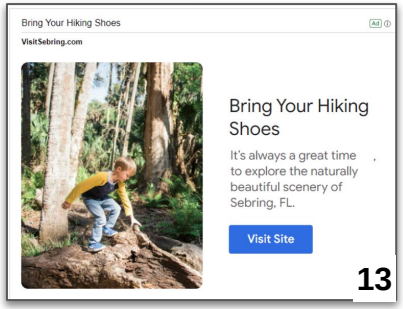












TOP PERFORMANCE & INSIGHTS

GOOGLE SEARCH

- **Accommodations** and **raceway** keywords garnering most engagement
- Top markets include Tampa, NYC, Orlando, Chicago

GOOGLE DISPLAY

- **Culinary** and **Fishing** focused ads are garnering most engagement
- Top markets include NYC, Miami, Orlando

GOOGLE DISCOVERY

- **Downtown** focused ads are garnering most engagement
- Top markets include Tampa, Miami, Orlando

META

- **Downtown** focused ads are garnering most engagement
- Top markets include Tampa, Atlanta, Orlando

Native Content

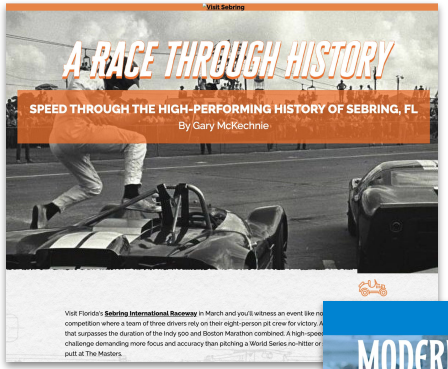
Three content pieces written and developed for the website to bring to life the culture and experiences to be had in Highlands County:

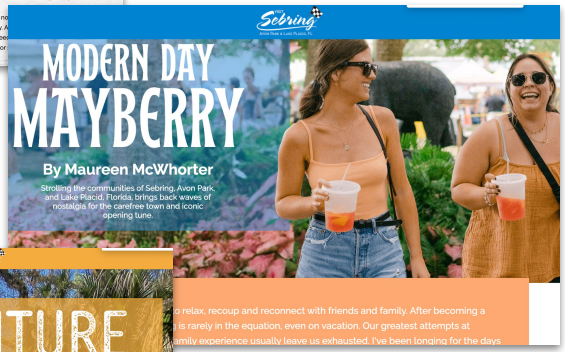
- **A Race Through History**
  - An in-depth look at the history behind auto racing, Sebring International Raceway and the effect on residents, growth of the community, and visitors.

- **Modern Day Mayberry**
  - Introduces the “everybody knows your name” spirit of Highlands County while showcasing its understated, fun experiences: Walkable “mom & pop” downtowns, culture (murals/museums), affordable lodging, and outdoor activities.

- **Adventure At Any Speed**
  - Tout the myriad of outdoor activities in Sebring at any speed. Keep it mellow with parks and trails, fishing, and the Citrus Golf Trail, as well as full throttle with water sports, auto and endurance racing.

More than 500,000 ad impressions resulting in 1,300+ clicks through to the full stories on the website.







Next Year Plans

- Continue to optimize best performing digital advertising in key in-state markets during late spring through summer, adding key out-of-state emerging markets from fall through winter
- Expand the Bring It campaign with a focus on video asset and content development to drive more engagement through compelling storytelling
- Search Engine Optimization for continued improvements to website performance and overall paid media efficiency



THANKS!

WE'RE ALL DONE NOW.



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 2023

PRESENTER:	**Alan Verlander, CEO of Airstream Ventures** **Casey Hartt, TDC Lead Marketing Consultant**
SUBJECT/TITLE:	**Update from Airstream Ventures on Sports Tourism partnership with the Highlands County Tourist Development Council (TDC)**

STATEMENT OF ISSUE

Alan Verlander, CEO of Airstream Ventures, to give a brief presentation and provide an update on the Tourist Development Council's accomplishments in partnership with Airstream Ventures for Sports Tourism efforts in 2023.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Visit Sebring BOCC Presentation-September 2023 (1).pdf

VISIT Sebring
AVON PARK & LAKE PLACID, FL

SPORTS TOURISM REPORT

SEPTEMBER 2023

BUSINESS. SPORTS. TOURISM
Airstream Ventures
EST. 2018

ABOUT ASV

Airstream Ventures
BUSINESS.SPORTS.TOURISM

Airstream Ventures was founded in 2018. Our team has over 30+ years of experience in the sports and event industry. Comprising of its nine different community partnerships, Airstream Ventures has led over 120 events and 24 of which have been televised. The company commits to our partnership success by providing an unmatched work ethic and an enjoyable environment.



AIRSTREAM VENTURES: WHERE PARTNERS CONNECT WITH COMMUNITIES

ASSOCIATION TRIPS

5/23	SPORTS ETA (Kansas City, MO)
9/23	SPORTS (South Bend, IN)
10/23	TEAMS (Palm Beach, FL)

EVENTS

BOOKED EVENTS

- CTG Open (Nov. 22)
- Spartan Race (Dec. 22)
- CGT Ladies Invitational (Dec. 22)
- AJGA Golf Event (April 23)
- MLGT Event (April 23)
- Pro Watercross (May 23)
- Youth LAX Event (May 23)
- USA LAX Try-out and All Star (May 23)
- ACL State Championship (June 23)
- US Fast Pitch (Aug 23)
- MotoSurf (Sept 23)

New Contract Year

- US Fast Pitch (Oct 23)
- Youth LAX Event (Sept/Oct 23)
- College LAX Showcase (Oct 23)
- CGT Open (Nov 23)
- Spartan Race (Dec. 23)
- CGT Ladies Invitational (Dec. 23)

IN SERIOUS TALKS

- US Fast Pitch (10-12 events)
- ACL State Championship
- Spike Ball
- USA Wrestling (Dec 23)
- Youth Events (5-7 events)

CONVERSATIONS

- USA Flag Football
- Professional Disc Golf Championship (2024/25)
- US Cycling (2024)

ANNUAL CONTRACT

OCT 2022- SEPT 2023

$75,000 per year

2022-2023 TOURISM IMPACT VS. CONTRACT

TOTAL VALUE
$2.8 million



(Room night values, impact values, marketing values)

EVENTS

GOAL: 10
ACTUAL: 12

ROOM NIGHTS

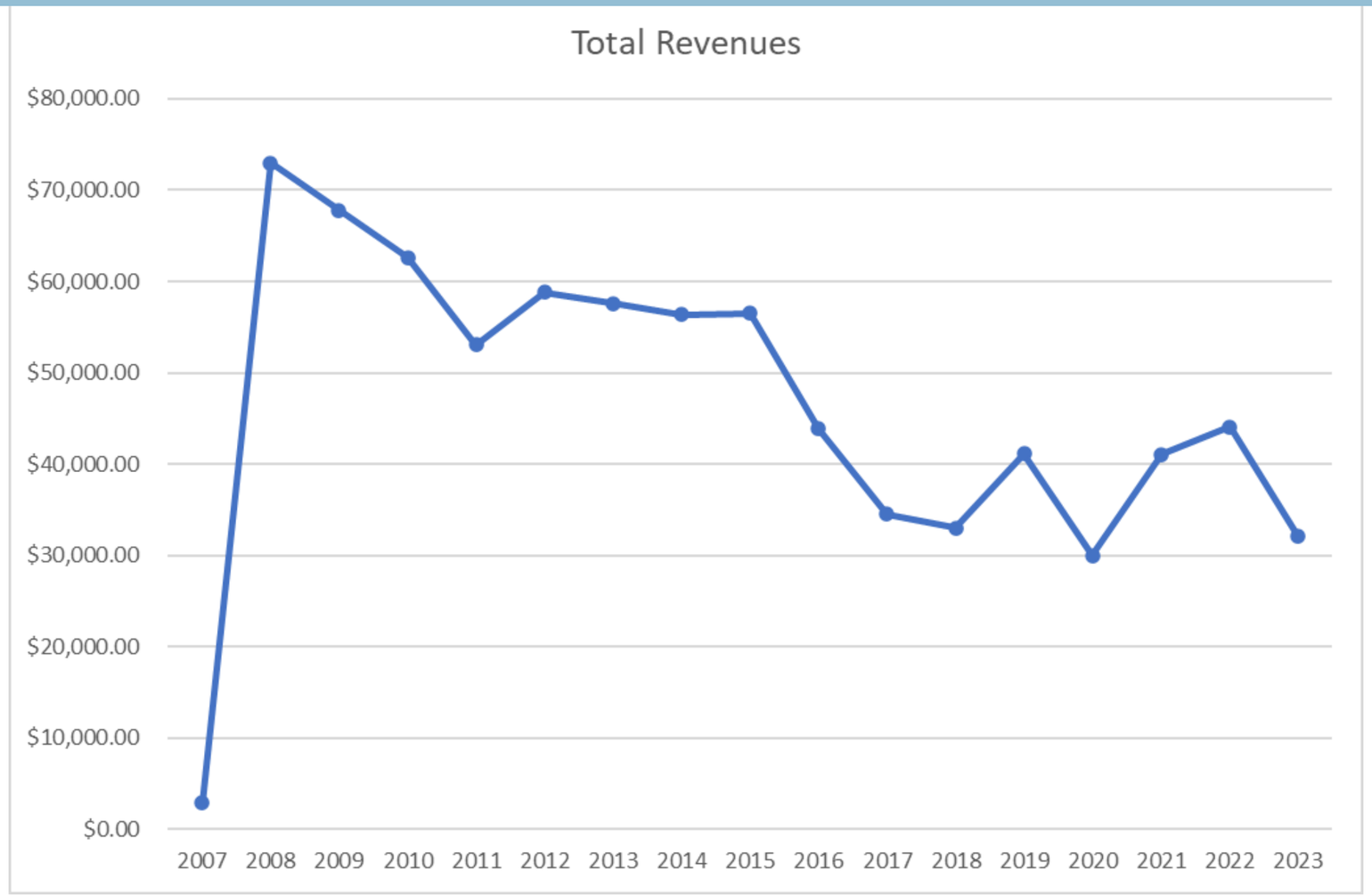
GOAL: 7,500
ACTUAL: 9,523

TOURISM IMPACT

GOAL: $2.5 MIL
ACTUAL: $2.8 MIL

SPORTS COMPLEX REVENUES

17 Year Financial Snapshot



SPORTS COMPLEX ANALYSIS

2023 TDC Events Booked at Sports Complex
(Under current pricing)

Soccer/Lacrosse Fields	$2,700 total to County
Softball	$3,200 total to County
TOTAL:	$5,900 total to County

All of these 2023 and 2024 are TDC Funded Events

CURRENT-SUGGESTED FEE STRUCTURING:

Soccer/Lacrosse Fields *Clay County*	$450/day total complex-$1,350/day *($1,000/day total complex)*
Softball	$800/day total complex-$2,400/day

- VERY CHEAP PRICING vs. Suggested

2024 Estimated TDC Booked Events at Sports Complex*:

Soccer/Lacrosse Fields	$3,600 total to County	-or-
	$10,800 total to County	
Softball	$16,000 total to County	-or-
	$48,000 total to County	

*Current pricing versus suggested. These fees are paid by the TDC and can be paid directly versus being paid by event organizer and then reimbursed.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 2023

PRESENTER: **Dustin Fitch, Acting Deputy Chief**

SUBJECT/TITLE: **Request approval of the Highlands County Fire Rescue Chaplaincy Program.**

STATEMENT OF ISSUE

As Highlands County Fire Rescue continues to grow, an important need in the service of first responders tends to go mostly unnoticed. That need, is the mental and spiritual health of first responders. First responders collectively, are not always self-aware of the toll each and every call takes on us until it is mostly, too late. This program provides the start of the healing process so many first responders are missing and needing to begin the journey of self-awareness and help. The Chaplain Program will be built upon the principles established by the Federation of Fire Chaplains Association

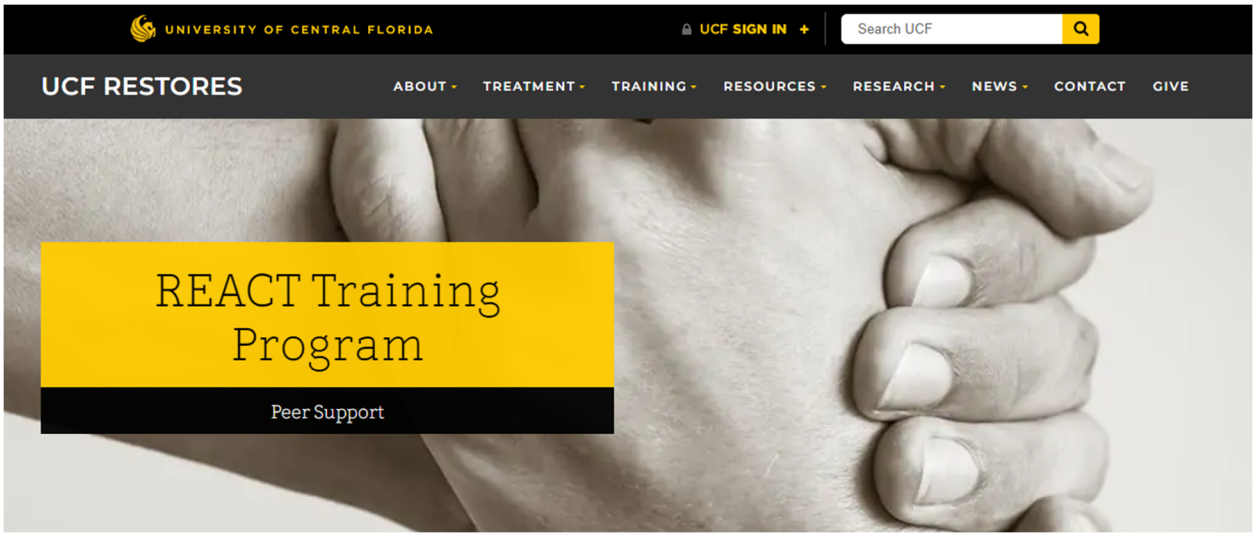
RECOMMENDED ACTION

Move to approve the Highlands County Fire Rescue Chaplaincy Program

FISCAL IMPACT

There is no fiscal impact.

Attachments: REACT Training Program Info.pdf
FFC brochure-2020.pdf
Chaplain Program Letter.pdf



UCF RESTORES offers a peer support training program called REACT: "Recognize. Evaluate. Advocate. Coordinate. Track."

REACT provides all participants with mastery experiences, designed to give them challenges at which they can succeed, bolstering confidence in their ability to provide effective support to their peers. Course material is presented in a manner that places occupational principles and skills unique to first responders and healthcare workers within the framework of peer support.

Through this program, participants learn how to recognize "stress injuries" and evaluate the mental health of their peers, offer peer-level support and effectively coordinate necessary follow-up in the event professional intervention is warranted.

REACT for First Responders

This course is designed specifically for the first responder community to introduce, improve and strengthen peer support skills among firefighters, EMS personnel and law enforcement officers.

REACT for Healthcare Workers

This course is designed for healthcare workers by a registered nurse who understands the pressure, stress and demand that is placed on our medical personnel.

What will participants learn?

Following completion of the REACT training course, participants will be able to understand and implement principles of peer support as they relate to:

- **R**ecognizing different stress injuries common among first responders and healthcare workers.
- **E**valuating the presence of a stress injury in a peer.
- **A**dvocating for appropriate resources to be provided to a peer.
- **C**oordinating higher levels of care for the peer.
- **T**racking a peer's progress over time.

For more information on UCF RESTORES' REACT training program, please email the REACT team at REACTPeerSupport@ucf.edu.

What Fire Service Chaplains Do

Fire service chaplains perform some or all of the following duties:

- Visit sick and injured firefighters and department members at home or in the hospital
- Make death notifications
- Provide assistance to victims of crisis situations
- Teach fire department personnel in areas such as stress management, ethics, family life, and victim response.
- Serve as part of the Critical Incident Stress Management Team
- Assist at an emergency scene
- Serve as a liaison with other clergy in the community
- Provide for the spiritual needs of department members and their families
- Offers at special occasions such as recruit graduations and award ceremonies
- Provide a listening ear
- Counsel firefighters or EMS personnel
- Counsel other fire department members
- Counsel family members of firefighters and other department personnel
- Coordinate and provide family services in the event of a serious injury or death of a firefighter or department member
- Serve as a ready resource for the fire chief.

For further information, contact:

Jimmie Duncan
Executive Director
P. O. Box 437
Meridian, TX 76665
(469) 955-1522
email: ffc.chaplain@gmail.com
www.firechaplains.org

Federation of Fire Chaplains
P. O. Box 437
Meridian, TX 76665

A Firefighters Prayer

When I am called to duty, God
whenever flames may rage,
Give me the strength to save some life
Whatever be its age.
Help me to embrace a little child
Before it's too late,
Or some older person
from the horror of that fate.
Enable me to be alert
And hear the weakest shout,
And quickly and efficiently
to put the fire out.
I want to fill my calling
and give the best in me,
To guard my neighbor
And protect his property.
And if according to Your will
I have to lose my life,
Please bless with Your protecting hand
My children and my wife.

THE FEDERATION OF FIRE CHAPLAINS



He has sent me to bind up the broken hearted…
To give unto them beauty for ashes…
To proclaim the acceptable year of the Lord - Isaiah 61

"Serving those who serve"

The Federation of Fire Chaplains support the ministries of volunteer and paid fire department chaplains, and assist fire service agencies in developing their chaplaincy programs.



The FFC offers programs that provide its members with educational opportunities in training conferences and materials.

The network of mutual support offered by the FFC helps disseminate and share information among it members nationwide.

Practical assistance is given to fire service organizations seeking to start or improve their chaplaincy programs.

The Federation of Fire Chaplains…

- Has members in all 50 states, Canada, Peru, other international locations.
- Is non-denominational, non-sectarian, with no compromise on individual convictions.



Benefits to Members

- Written materials designed to help chaplains implement and sustain effective programs
- Four newsletters each year keep chaplains current in their field
- Educational opportunities are offered in annual conferences and regional meetings
- A Fire Chaplain Directory is provided to all members to provide a network of mutual support and information sharing
- Provides standing in a professional organization
- Certificates for completion of training
- Chaplain identification is provided through identification cards, membership certificates, arm patches, and auto decals
- Outlines and programs for annual Memorial Services.

Benefits to Department

- Provides information and resources for establishing a chaplaincy program
- Gives chaplain training and support
- Keeps chaplains abreast of latest programs and resources available.

Membership

Membership is open to all who are involved with the fire service and EMS chaplaincy. Some of our mem-bers are full-time career chaplains; the majority are volunteers. Other are firefighters or para-medics who have religious training, denomina-tional officials, laypersons, or seminary students.

Membership Qualifications

Members are….

…appointed to the chaplaincy by a fire department agency

…endorsed by their religious body for ministry as a chaplain

…must have taken FFC course "Essentias of Fire Chaplaincy.

Associate Members are….

…appointed to serve as a chaplain by a fire service agency but lack the ecclesiastical endorsement, or have not taken "Essentials of Fire Chaplaincy

…former fire department chaplains who are not serving in that capacity

…individuals or groups that have an interest in and are supportive of the objectives and goals of the Federation of Fire Chaplains.





HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC SAFETY
FIRE RESCUE
4506 Kenilworth Blvd., Sebring, Florida 33870
Office (863) 402-7600 Fax (863) 402-7404 www.highlandsfl.gov

September 6, 2023

Highlands County Board of County Commissioners

Re: Highlands County Fire Rescue Chaplaincy Program

As Highlands County Fire Rescue continues to grow, an important need in the service of first responders tends to go mostly unnoticed. That need, is the mental and spiritual health of first responders. Throughout my career as a first responder, I have been a part of multiple catastrophic events and have unfortunately suffered a devastating personal event in my own life. These events have empowered me to create a program so that no other first responder of Highlands County either paid or volunteer should endure the feeling of having no one to talk to in their time of need.

First responders collectively, are not always self-aware of the toll each and every call takes on us until it is mostly, too late. This program provides the start of the healing process so many first responders are missing and needing to begin the journey of self-awareness and help. The Chaplain Program will be built upon the principles established by the Federation of Fire Chaplains Association and our chaplain(s) will be required to attend the trainings and obtain a certificate of membership with the Federation of Fire Chaplains.

The Highlands County Fire Rescue Chaplain(s) will also foster the peer support team along with championing the UCF Restores R.E.A.C.T. training program to become part of a multi-county (Highlands, Hardee, Hillsborough, Polk, and Lake) team of members to be called upon to assist fellow first responders in times of crisis. The Recognize, Evaluate, Advocate, Coordinate, and Track (R.E.A.C.T.) program replaces the Critical Incident Stress Management (CISM) model and has shown to be more effective in the management of crisis situations in first responders.

Professionally,

Dustin Fitch, Acting Deputy Chief

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sept 19, 2023

PRESENTER:	**James K. Duppenthaler, Acting Fire Chief**
SUBJECT/TITLE:	**County Administrator Laurie Hurner Presentation of Years of Service Award for Michael Swafford**

STATEMENT OF ISSUE

Recognizing Michael Swafford for his 23 years of service to Highlands County.

RECOMMENDED ACTION

Presenting years of service award

FISCAL IMPACT

No fiscal impact.

Attachments: M Swafford Agenda Item.docx

Mike Swafford began his career on November 10th, 2010, as a Paramedic with Highlands County EMS. Over the last 23 years, he has succeeded at becoming a master in the art of Paramedicine. Not only has he devoted himself throughout the years to the ci?zens and visitors of Highlands County, but the county itself.

Mike has con?nually demonstrated his ability to perform the du?es of a Paramedic with a high degree of competence and performance. He has displayed excep?onal knowledge and a strong desire to assure that the ci?zens of Highlands County receive the best pre-hospital care possible. Addi?onally, he not only carried out his assigned du?es, but unsolicited and unselfishly taken on the addi?onal roles of coaching and mentoring his colleagues and South Florida State College paramedic students. As if this is not monumental enough, he has shared the same grace and dedica?on to other outside emergency response agencies.

Mike Swafford has made a las?ng impression during his tenure at Highlands County Fire Rescue. Personally, I am proud to say I worked with Mike Swafford. I will say as an organiza?onal whole, everyone will miss his presence. Though he will be absent at work star?ng October 1, he will always remain a proud part of the Highlands County Fire Rescue family.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 2023

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

SUBJECT/TITLE: **Request to approve and execute the plat of North Oleander Drive Tradesmen Warehousing for recordation.**

STATEMENT OF ISSUE

Attached for your consideration and approval is the Plat Mylar for the North Oleander Drive Tradesmen Warehousing, which was prepared by Germaine Surveying, Inc. on behalf of the owner Sold Now Development, LLC. The land subdivision process has been completed for this portion of property located at 1600 SR 64 West, Avon Park, FL, 33825, as outlined in Chapter 12, Article 4 of the Highlands County Code of Ordinances Land Development Regulations.

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

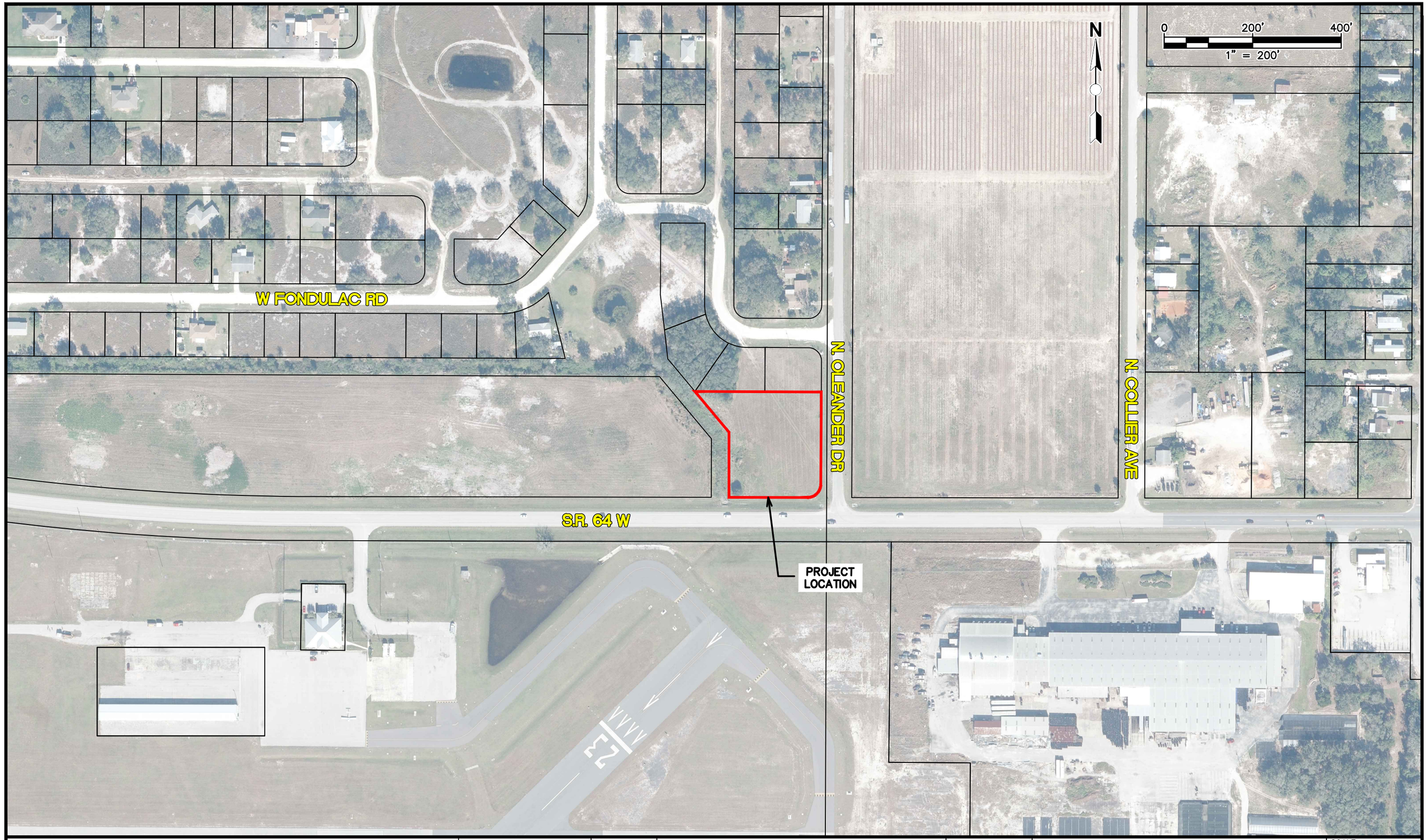
RECOMMENDED ACTION

Move to approve and execute the plat of North Oleander Drive Tradesmen Warehousing for recordation.

FISCAL IMPACT

There will be no additional fiscal impact, North Oleander Drive is a County maintained roadway.

Attachments: Location Map 11x17.pdf
Scanned Mylar 11 X 17.pdf



REVISIONS			STATUS
DATE	BY	DESCRIPTION	FOR INFORMATION

G:\PROJECTS\Other Projects\1600 SR 64_Location Map\1600 SR 64_Location Map.dwg, 11x17, Mahoney, Stacey Colors As Black Except Gray Colors.ctb

DESIGNED BY: J.D. LANGFORD, P.E.
DRAWN BY: STACEY MAHONEY
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 8/25/2023

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

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

NORTH OLEANDER DRIVE
TRADESMEN WAREHOUSING
1600 SR 64 W, AVON PARK

LOCATION MAP

SCALE:
HORIZ. 1"=200'
VERT. N/A

PROJECT NO. N/A

REV. 0

SHEET 1 OF 1

RECEIVED
BOARD OF COUNTY COMMISSIONERS
AUG 24 2023
ENGINEERING DEPT
HIGHLANDS COUNTY, FLORIDA

NORTH OLEANDER DRIVE TRADESMEN WAREHOUSING

BEING A REPLAT OF A PORTION OF LOT 8, SE 1/4, NW 1/4, SECTION 21
OF THE TOWN OF AVON PARK, RECORDED IN TRANSCRIPT BOOK, PAGE 14,
HIGHLANDS COUNTY, FLORIDA (PLAT BOOK 1, PAGE 58, DESOTO COUNTY)
A PORTION OF SECTION 21, TOWNSHIP 33 SOUTH, RANGE 28 EAST
ALL IN HIGHLANDS COUNTY, FLORIDA.
DATE: AUGUST 1, 2023

LEGAL DESCRIPTION:
ALL THAT PARCEL OF LAND IN SECTION 21, TOWNSHIP 33 SOUTH, RANGE 28 EAST LYING IN HIGHLANDS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 SOUTH, RANGE 28 EAST, RUN THENCE ALONG THE EASTERLY BOUNDARY OF SAID NORTHWEST QUARTER NORTH 0°01'00" WEST 44.48 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE AVON PARK-WAUCHULA HIGHWAY; THENCE SOUTH 89°51'00" WEST 69.93 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 89°51'00" WEST 180 FEET; THENCE NORTH 0°09'00" WEST 145 FEET; THENCE NORTH 40°09'00" WEST 120.42 FEET; THENCE SOUTH 89°59'44" EAST 287.89 FEET; THENCE SOUTH 0°01'00" EAST 206.55 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET AN ARC LENGTH OF 47.05 FEET TO THE POINT OF BEGINNING. BEING A PORTION OF A PLAT OF AVON PARK RECORDED IN PLAT BOOK 1, PAGE 58, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, HAS OFFICIALLY APPROVED THIS PLAT FOR RECORDING THIS_____DAY OF_____A.D. 2023.

SIGNED_____CHAIRMAN OF THE BOARD.

ATTEST_____CLERK OF THE BOARD (SEAL)

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER:

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

_____ _____
JAMES 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 M. 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, P.L.S. DATE APPROVED
FLORIDA REGISTRATION NUMBER 5248

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

GENERAL NOTES:

1) SYMBOL ▣ INDICATES PERMANENT REFERENCE MONUMENT. 4"X4"X24", LB# 6017
2) SYMBOL ■ INDICATES FOUND 3"X3" FCM NO IDENTIFICATION.
3) SYMBOL ● INDICATES PERMANENT CONTROL POINT.
4) SYMBOL ▪ INDICATES BEARING CHANGE
5) SYMBOL R= INDICATES RADIUS
6) SYMBOL D= INDICATES DELTA
7) SYMBOL L= INDICATES LENGTH
8) SYMBOL CB= INDICATES CHORD BEARING
9) SYMBOL CH= INDICATES CHORD LENGTH
10) SYMBOL U&D EASE. UTILITY & DRAINAGE EASEMENT
11) SYMBOL P.O.C. POINT OF COMMENCE
12) SYMBOL P.O.B. POINT OF BEGINNING
13) SYMBOL P.B. PLAT BOOK
14) SYMBOL PG. PAGE
15) BEARINGS BASED ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD 64 AS BEING S89°51'00"W.

16) 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.

17) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HIGHLANDS COUNTY.

18) STATE PLANE COORDINATES SHOWN ARE FOR GIS PURPOSES ONLY.

19) UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

20) NON-DISTURBED BUFFERS AND VEGETATIVE BUFFERS SHALL ALSO BE EASEMENTS FOR DRAINAGE.

21) EACH LOT TO BE SERVICED BY CENTRAL WATER AND SEWER.

22) EASEMENT IN FAVOR OF THE CITY OF AVON PARK RECORDED IN OFFICIAL RECORDS BOOK 638, PAGE 103, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, IS BLANKETS IN NATURE.

PREPARED BY:
GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BLVD.
SEBRING, FLORIDA 33870
L.B. #6017
BUS. (863) 385-6856
FAX. (863) 382-4531
GERMAINE JOB# 458-19-002

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOW ALL MEN BY THESE PRESENTS, THAT SOLD NOW DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED NORTH OLEANDER DRIVE TRADESMEN WAREHOUSING, DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE PUPOSES AND USES EXPRESSED AND MORE SPECIFICALLY DEDICATED:

TO HIGHLANDS COUNTY, FLORIDA, A NON-EXCLUSIVE ACCESS EASEMENT OVER, ACROSS AND THROUGH THE 24 FOOT WIDE ACCESS EASEMENT DEPICTED BETWEEN LOT 1 AND LOT 2 OF THIS PLAT FOR THE SOLE PURPOSE OF PROVIDING PUBLIC SAFETY AND GOVERNMENT SERVICES, BUT WITH NO RESPONSIBILITY TO MAINTAIN OR OTHERWISE REPAIR THE ACCESS EASEMENT AREA.

AN ACCESS EASEMENT TO LOT 1 AND 2 OVER, ACROSS AND THROUGH THE 24 FOOT WIDE ACCESS EASEMENT DEPICTED BETWEEN LOT 1 AND LOT 2 FOR THE PURPOSE OF PROVIDING THE TRAVELING PUBLIC WITH ACCESS TO SAID LOTS WITH FULL MAINTENANCE OBLIGATION AND RESPONSIBILITY IN THE OWNERS OF LOT 1 AND LOT 2.

WITNESSES:

_____
PRINT: _____

_____
PRINT: _____

BY: SOLD NOW DEVELOPMENT, LLC

_____
PRINT: _____
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

_____, OF SOLD NOW DEVELOPMENT, LLC, WHO PERSONALLY SWORE OR AFFIRMED THAT HE / SHE IS AUTHORIZED TO EXECUTE THIS AGREEMENT AND HEREBY 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.

(STAMP) _____
(SIGNATURE OF NOTARY PUBLIC)

CERTIFICATE OF CLERK

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, JEROME 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)

CERTIFICATE OF SURVEYOR

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY THAT THIS PLAT ENTITLED "NORTH OLEANDER DRIVE TRADESMEN WAREHOUSING", COMPRISED OF 2 SHEETS, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT IT COMPLIES WITH THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL LAND SURVEYORS STANDARDS OF PRACTICE FOR LAND SURVEYING AS DEFINED IN CHAPTER 5 J-17, FLORIDA ADMINISTRATIVE CODE, AND WITH CHAPTER 177, PART 1: PLATTING, FLORIDA STATUTES AND COMPLIES WITH THE HIGHLANDS COUNTY LAND DEVELOPMENT REGULATIONS. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT THE PERMANENT CONTROL POINTS HAVE BEEN SET OR WILL BE SET IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES.

DATE _____

_____ (SEAL)
GARY L. GERMAINE, PSM #3945
GERMAINE SURVEYING, INC.
3803 KENILWORTH BOULEVARD
SEBRING, FLORIDA 33870
PHONE # 863-385-8335

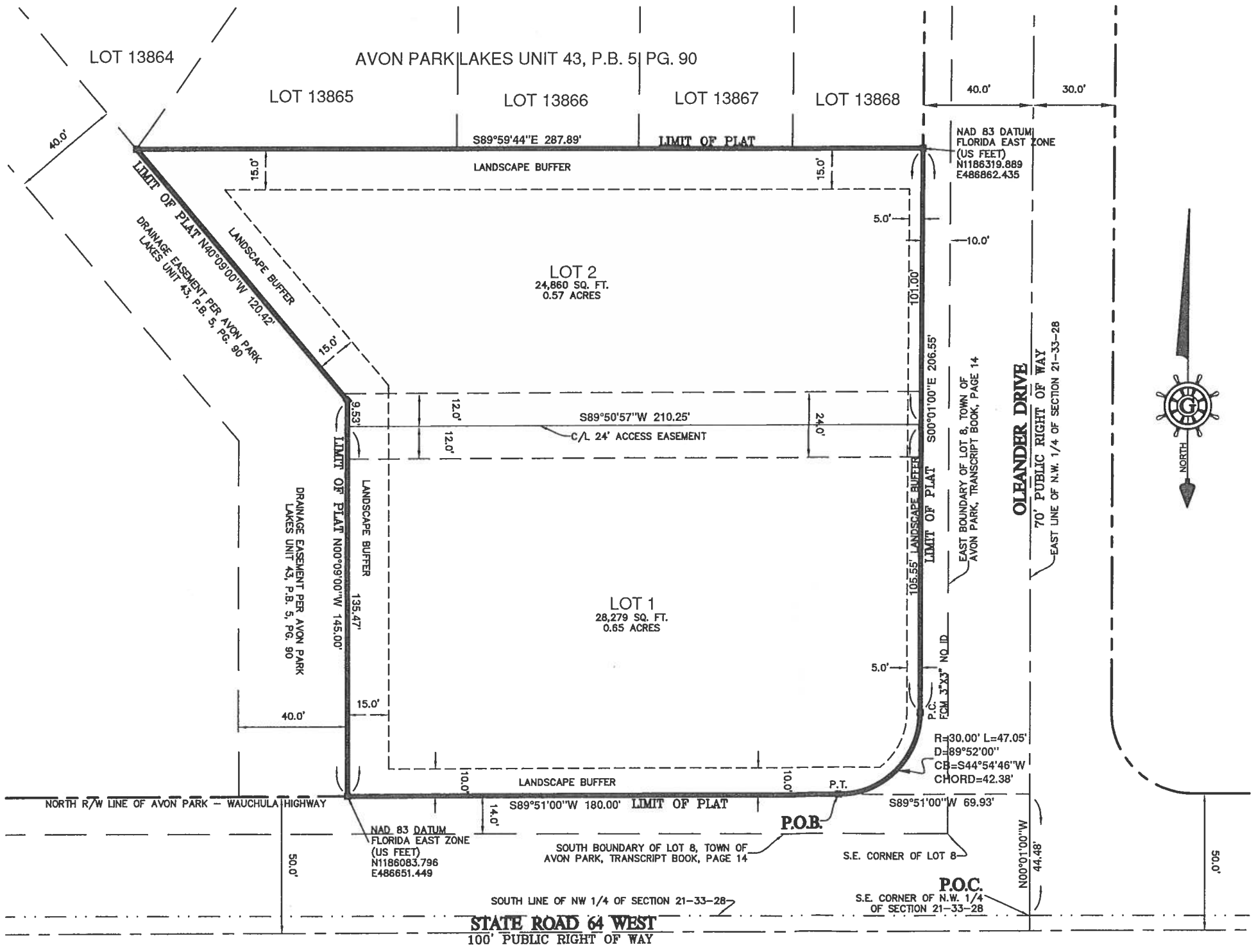
GERMAINE SURVEYING, INC.
3803 KENILWORTH BOULEVARD
SEBRING, FLORIDA 33870
PHONE # 863-385-6856
L.B. #6017

PLAT BOOK _____ PAGE _____
SHEET 1 OF 2

PREPARED BY:
GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BLVD.
SEBRING, FLORIDA 33870
L.B. #6017
BUS. (863) 385-6856
FAX. (863) 382-4531
GERMAINE JOB# 458-19-002

NORTH OLEANDER DRIVE TRADESMEN WAREHOUSING

BEING A REPLAT OF A PORTION OF LOT 8, SE 1/4, NW 1/4, SECTION 21
OF THE TOWN OF AVON PARK, RECORDED IN TRANSCRIPT BOOK, PAGE 14,
HIGHLANDS COUNTY, FLORIDA (PLAT BOOK 1, PAGE 58, DESOTO COUNTY)
A PORTION OF SECTION 21, TOWNSHIP 33 SOUTH, RANGE 28 EAST
ALL IN HIGHLANDS COUNTY, FLORIDA.
DATE: AUGUST 1, 2023



GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

GENERAL NOTES:

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PLAT BOOK _____ PAGE _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 2023

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

SUBJECT/TITLE: **Request approval of Budget Amendment 22-23-146 to realign unused funds from road resurfacing.**

STATEMENT OF ISSUE

This Budget Amendment is requesting to realign unused funds in the amount of $75,000.00 from road resurfacing. The funds will be used to reconstruct Jack Weisser Blvd Project #22082. This roadway was submitted a few times for FDOT grant funds, but with no success. This will initiate an internal project to begin the process of construction. Further funds will be transferred to this project once a new fiscal year begins, and those funds can be allocated.

RECOMMENDED ACTION

Move to adopt Budget Amendment 22-23-146 to realign unused funds from road resurfacing.

Attachments: 22-23-146 Project 22082 Jack Weisser Blvd.pdf

BOARD OF COUNTY COMMISSIONERS

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

DATE: **9/5/2023** SUBMITTED BY: **Jonathan Harrison**

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

PROJECT(S) #: **22082** PROJECT TITLE(S): **Jack Weisser Blvd** 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**	**55303**	**Resurface Asphalt**		**1,782,504.80**		**75,000.00**	**1,707,504.80**
E	**151**	**4102A**	**56301Z**	**Project Capital Infrastructure**	**22082**	**0.00**	**75,000.00**		**75,000.00**
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Realign unused funds to reconstruct additional roadways.**

CE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-146**

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: September 19, 2023

PRESENTER: **Vikki Brown**

SUBJECT/TITLE: **Request approval of the State Aid to Libraries Grant Agreement between the State of Florida, Department of State and the Highlands County Board of County Commissioners for and on behalf of the Highlands County Library System FY 23-24.**

STATEMENT OF ISSUE

The State Aid to Libraries Grant Agreement between the State of Florida, Department of State and Highlands County Board of County Commissioners for and on behalf of the Highlands County Library System is the annual agreement to accept funds allocated from the state to support library operations. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award to the Highlands County Library system is based on local expenditures for library services. The more local funding our library receives, the higher the grant award from the state.

RECOMMENDED ACTION

Move to approve the State Aid to Libraries Grant Agreement between the State of Florida, Department of State and the Highlands County Board of County Commissioners for and on behalf of the Highlands County Library System FY 23-24.

FISCAL IMPACT

The fiscal impact will be an estimated decrease of $33,874 to Fund 005 (General) and the overall budget as $225,000 is budgeted in FY23-24 and the estimated State Aid to Libraries grant is listed at $191,126.

Attachments: HIGHLANDS 2023-2024-estimated-grants.pdf
HIGHLANDS CertificationofHours (1).pdf
HIGHLANDS StateAidToLibrariesGrantAgreement.pdf

2023-24 ESTIMATED AWARDS FOR STATE AID TO LIBRARIES GRANTS			
COUNTY/MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
ALACHUA	$283,812	N/A	$283,812
BAKER	$2,429	$39,690	$42,119
BAY	$39,351	N/A	$39,351
BRADFORD	$7,060	$230,859	$237,919
BREVARD	$305,102	N/A	$305,102
BROWARD	$1,022,122	N/A	$1,022,122
CALHOUN	$6,389	$211,015	$217,404
CHARLOTTE	$84,497	N/A	$84,497
CITRUS	$58,328	N/A	$58,328
CLAY	$60,434	N/A	$60,434
COLLIER	$139,834	N/A	$139,834
COLUMBIA	$16,356	$480,041	$496,396
DESOTO	$3,245	$52,391	$55,636
DIXIE	$3,315	$109,232	$112,548
DUVAL / JACKSONVILLE	$583,838	N/A	$583,838
ESCAMBIA	$91,431	N/A	$91,431
FLAGLER	$21,345	N/A	$21,345
FRANKLIN	$3,994	$64,035	$68,029
GADSDEN	$9,555	$309,762	$319,317
GILCHRIST	$2,619	$42,907	$45,527
GLADES	$1,328	$21,838	$23,167
GULF	$2,320	$37,393	$39,713
HAMILTON	$6,282	$205,771	$212,052
HARDEE	$2,768	$44,790	$47,558
HENDRY	$8,218	$131,678	$139,897
HERNANDO	$45,159	$480,041	$525,199
HIGHLANDS	$11,788	$179,338	$191,126
HILLSBOROUGH	$837,520	N/A	$837,520
HOLMES	$1,352	$22,324	$23,676
INDIAN RIVER	$63,335	N/A	$63,335
JACKSON	$6,388	$103,405	$109,793
JEFFERSON	$7,891	$259,574	$267,465
LAFAYETTE	$1,453	$48,107	$49,561
LAKE	$145,746	N/A	$145,746
LEE	$472,870	N/A	$472,870
LEON	$93,770	N/A	$93,770
LEVY	$3,130	$50,289	$53,419
LIBERTY	$1,537	$50,869	$52,406
MADISON	$6,815	$223,886	$230,702
MANATEE	$122,855	N/A	$122,855
MARION	$95,446	N/A	$95,446
MARTIN	$77,132	N/A	$77,132

MIAMI-DADE	$1,174,683	N/A	$1,174,683
MONROE	$51,371	N/A	$51,371
NASSAU	$28,007	N/A	$28,007
OKALOOSA	$64,990	N/A	$64,990
OKEECHOBEE	$6,929	$110,312	$117,241
ORANGE	$592,149	N/A	$592,149
OSCEOLA	$121,645	N/A	$121,645
PALM BEACH	$767,066	N/A	$767,066
PASCO	$131,383	N/A	$131,383
PINELLAS	$556,849	N/A	$556,849
POLK	$217,009	N/A	$217,009
PUTNAM	$9,063	$140,255	$149,318
SAINT JOHNS	$101,154	N/A	$101,154
SAINT LUCIE	$86,912	N/A	$86,912
SANTA ROSA	$36,210	N/A	$36,210
SARASOTA	$213,993	N/A	$213,993
SEMINOLE	$111,334	N/A	$111,334
SUMTER	$50,268	N/A	$50,268
SUWANNEE	$22,180	$480,041	$502,221
TAYLOR	$3,208	$52,017	$55,225
UNION	$2,498	$82,668	$85,166
VOLUSIA	$296,771	N/A	$296,771
WAKULLA	$5,972	$97,055	$103,027
WALTON	$16,426	N/A	$16,426
WASHINGTON	$6,832	$223,653	$230,485
ALTAMONTE SPRINGS	$7,395		$7,395
BOYNTON BEACH	$47,262		$47,262
DELRAY BEACH	$38,670		$38,670
FORT MYERS BEACH	$18,114		$18,114
HIALEAH	$31,704		$31,704
LAKE PARK	$6,322		$6,322
LAKE WORTH BEACH	$7,549		$7,549
LANTANA	$4,281		$4,281
MAITLAND	$11,903		$11,903
NEW PORT RICHEY	$16,318		$16,318
NORTH MIAMI	$15,475		$15,475
NORTH MIAMI BEACH	$19,209		$19,209
NORTH PALM BEACH	$13,223		$13,223
OAKLAND PARK	$13,939		$13,939
RIVIERA BEACH	$16,565		$16,565
SANIBEL	$31,330		$31,330
WEST PALM BEACH	$72,019		$72,019
WILTON MANORS	$9,882		$9,882
WINTER PARK	$44,376		$44,376

Total	**$9,860,599**	**$4,585,235**	**$14,445,834**
Multicounty Grants			
HEARTLAND LIBRARY COOPERATIVE			$450,000
NEW RIVER PUBLIC LIBRARY COOPERATIVE			$323,680
NORTHWEST REGIONAL LIBRARY SYSTEM			$350,000
PAL PUBLIC LIBRARY COOPERATIVE			$350,000
PANHANDLE PUBLIC LIBRARY COOPERATIVE SYSTEM			$336,853
SUWANNEE RIVER REGIONAL LIBRARY SYSTEM			$350,000
THREE RIVERS REGIONAL LIBRARY SYSTEM			$347,705
WILDERNESS COAST PUBLIC LIBRARIES			$350,000
Total			**$2,858,238**
Grand Total			**$17,304,072**

FLORIDA DEPARTMENT OF STATE

DIVISION OF LIBRARY AND INFORMATION SERVICES

STATE AID TO LIBRARIES GRANT APPLICATION

Certification of Hours, Free Library Service and Access to Materials

The Highlands County Board of County Commissioners, governing body for the Highlands County Library System hereby certifies that the following statements are true for the time period October 1, 2021 through June 30, 2024:

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provides access to materials, information and services for all residents of the area served; and
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

Signature

_____ _____

Chair, Library Governing Body Date

_____

Name (Typed)

STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Highlands County for and on behalf of Highlands County Library System

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and Highlands County for and on behalf of Highlands County Library System, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2023-24 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes.* By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2021 - September 30, 2022.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2021 through June 30, 2024. The Grantee shall:

- Have a single administrative head employed full time by the library's governing body;
- Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provide access to materials, information and services for all residents of the area served; and
- Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2021 through June 30, 2024. The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2021 - September 30, 2022;
- Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2021 - September 30, 2022 only;
- Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- Provide the Certification of Credentials for the Single Administrative Head; and
- Provide a Certification of Hours, Free Library Service and Access to Materials.

c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2021 to June 30, 2024, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2021) and concludes with the end of the State of Florida's current fiscal year (June 30, 2024).

3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2021 – September 30, 2022) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.

4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Tom Peña, Grant Programs Supervisor
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: thomas.pena@dos.myflorida.com

For the Grantee:

Vikki Brown

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2023-24 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization Form (form number DFS-AI-26E, rev 3/2022), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16. The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State's Division of Library and Information Services."

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of October 2022), incorporated by reference, which

are available online at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes.*

12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of October 2022) myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, incorporated by reference.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Thomas Peña, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least $750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at dosgrants.com.

15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.

17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

18. **Noncompliance.** Any Grantee that is not following Florida Statutes or rules, the terms of the grant agreement, Florida Department of

State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;

b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;

d) The name of the account(s) must include the grant award number;

e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

21. **Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

22. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

23. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

24. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.

26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

a) Procurement of Goods and Services Not Exceeding $35,000. The Grantee must use the applicable procurement method described below:

1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 do not require competition and may be conducted at the Grantee's discretion.

2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

b) Procurement of Goods and Services Exceeding $35,000. Goods and services costing over $35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

32. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2020)), incorporated by reference).

37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of

Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

a) This Agreement
b) Florida Single Audit Act Requirements (Attachment A)
c) Fiscal Year 2023-24 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:	**Department of State**
By: _____	By: _____
Chair of Governing Body or Chief Executive Officer	
	Amy L. Johnson, Director Division of Library and Information Services Department of State, State of Florida
_____	_____
Typed name and title	
_____	_____
Date	Date
_____	_____
Clerk or Chief Financial Officer	Witness
_____	_____
Date	Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 *CFR* 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 *CFR* §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 *CFR* 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 *CFR* 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 *CFR* 200.514, will meet the requirement of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 *CFR* 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.*; Rule Chapter 69I-5 *F.A.C.*, State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.*, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 *CFR* 200.512, by or on behalf of the recipient directly to each of the following:
   A. The Department of State via the DOS Grants System at https:///dosgrants.com.

   B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

      The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of State via the DOS Grants System at https:///dosgrants.com.

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 *CFR* 200.512, section 215.97 *F.S.* and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 *CFR* 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;
CSFA Number. 45.030
Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

ATTACHMENT B
Fiscal Year 2023-24 State Aid to Libraries Final Grants

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 2023

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

SUBJECT/TITLE: **Request approval of the Public Emergency Medical Transportation Letter of Agreement with the State of Florida, Agency for Health Care (AHCA) relating to intergovernmental transfer to the State for the supplemental payment program for Medicaid managed care patients related to fiscal year 2023-2024.**

STATEMENT OF ISSUE

AHCA established a program for qualifying government owned ambulance providers to receive supplemental payments for emergency transports of Medicaid managed care patients. As required by the program, the Medicaid Managed Care Organizations will make payments to Highlands County for their covered patients who are transported to the hospital. This is year 5 of the program.

RECOMMENDED ACTION

Move to approve the Public Emergency Medical Transportation Letter of Agreement with the State of Florida, Agency for Health Care (AHCA) relating to intergovernmental transfer to the State for the supplemental payment program for Medicaid managed care patients related to fiscal year 2023-2024.

FISCAL IMPACT

The payment to AHCA will not exceed $350,205 to provide an income projection of $833,027, for a net positive impact to the General Fund of approximately $482,822 in supplemental payments.

Attachments: SFY 2023-24 PEMT LOA - Highlands County.pdf

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2023, by and between **Highlands County** and the State of Florida, **Agency for Health Care Administration** (the "Agency"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

"Intergovernmental Transfers (IGTs)" means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

"Medicaid" means the medical assistance program authorized by Title XIX of the Social Security Act, 42 US.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

"Public Emergency Medical Transportation (PEMT)," pursuant to the General Appropriation Act, Laws of Florida 2023-156 is the program that provides supplemental payments for eligible Public Emergency Medical Transportation (PEMT) entities that meet specified requirements and provide emergency medical transportation services to Medicaid beneficiaries.

A. GENERAL PROVISIONS

1. Per Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2023-2024, passed by the 2023 Florida Legislature, **Highlands County** and the Agency agree that **Highlands County** will remit IGT funds to the Agency in an amount not to exceed the total of **$350,204.58. Highlands County** and the Agency have agreed that these IGT funds will only be used for the PEMT program.

2. **Highlands County** will return the signed LOA to the Agency.

3. **Highlands County** will pay IGT funds to the Agency in an amount not to exceed the total of **$350,204.58. Highlands County** will transfer payments to the Agency in the following manner:

    a. Per Florida Statute 409.908, annual payments for the months of July 2023 through June 2024 are due to the Agency no later than October 31, 2023, unless an alternative plan is specifically approved by the agency.

    b. The Agency will bill **Highlands County** when payment is due.

4. **Highlands County** and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.

    a. AUDITS AND RECORDS

        i. **Highlands County** agrees to maintain books, records, and documents (including

electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.

ii. **Highlands County** agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.

iii. **Highlands County** agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

i. **Highlands County** agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.

ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.

iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

c. MONITORING

i. **Highlands County** agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of **Highlands County** which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

i. **Highlands County** agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.

5. This LOA may only be amended upon written agreement signed by both parties. **Highlands County** and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.

6. **Highlands County** confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. **Highlands County** agrees the following provision shall be included in any agreements between **Highlands County** and local providers where IGT funding is provided pursuant to this LOA. Funding provided in this agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program and used secondarily for other purposes.

8. This LOA covers the period of July 1, 2023, through June 30, 2024, and shall be terminated September 30, 2024, which includes the states certified forward period.

9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

PEMT Local Intergovernmental Transfers	
Program / Amount	**State Fiscal Year 2023-2024**
Estimated IGTs	**$350,204.58**
Total Funding Not to Exceed	**$350,204.58**

IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

Highlands County

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION

SIGNED BY: _____

NAME: **Thomas Wallace**

TITLE: **Deputy Secretary, Division of Medicaid**

DATE: _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 2023

PRESENTER: **Clinton Howerton, Jr., P.E., Critical Infrastructure Director**

SUBJECT/TITLE: **Request approval of Agreement for Purchase and Sale of Compensatory Wetland Credits with Collany Mitigation, LLC for the purchase of Federal Mitigation Credits.**

STATEMENT OF ISSUE

Attached for your approval is an Agreement for Purchase and Sale of Compensatory Wetland Credits with Collany Mitigation, LLC. The agreement is to purchase 0.49 Federal Wetland Credits from the Collany Wetland Mitigation Bank located in Polk County, Florida.
The Florida Department of Environmental Protection (FDEP) issued 404 Program Individual Permit No. 414236-001 SFI on July 21, 2023, for the new Borrow Pit at the Arbuckle Landfill. In accordance with specific conditions of the permit the County is to purchase 0.49 Federal Wetland Credits as mitigation for the impacts to wetlands for construction of the haul road as access to the borrow pit area and culverted crossing of the Arbuckle Branch. A Letter of Availability of Wetland Mitigation Credits was provided to FDEP in October 2022 for issuance of the permit with the intent that Highlands County would purchase 0.49 Federal Wetland Mitigation Credits for a total amount of $61,250.00.

RECOMMENDED ACTION

Move to approve the Agreement for Purchase and Sale of Compensatory Wetland Credits with Collany Mitigation, LLC for the purchase of Federal Mitigation Credits.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 22/23 budget as funds for purchase of the wetland mitigation credits were appropriated into Project 20045 on September 6, 2022. Adoption of Resolution 21-22-178 and Budget Amendment 21-22-126 were approved on September 6, 2022, to move $61,250.00 in funds needed to purchase the mitigation credits into Cost Center 4210, Account 53100Z – Project Professional Services of Project 20045 – Borrow Pit Mining.(Attached)

Attachments: Collany_Highlands County_Partially Executed_9_6_23.pdf
Fully executed agenda 9-6-22 item 8R SMB 149 PAGE 75.pdf

AGREEMENT FOR PURCHASE AND SALE OF COMPENSATORY WETLAND CREDITS

This Agreement for the Purchase and Sale of Compensatory Wetland Credits (this "Agreement") is made between **COLLANY MITIGATION, LLC**, a Virginia limited liability company ("Seller") and **HIGHLANDS COUNTY** ("Purchaser or County").

RECITALS

A. Seller is the owner and sponsor of the Collany Wetland Mitigation Bank, a compensatory wetland mitigation bank (the "Bank") consisting of 153.47 acres, more or less, located in Polk County, Florida. The Bank has been authorized by the U.S. Army Corps of Engineers (the "ACOE") to sell wetland credits to compensate for unavoidable impacts to non-tidal wetlands. Operation, management and maintenance of the Bank are subject to the requirements of the Mitigation Banking Instrument SAJ-2012-02062 dated October 14th, 2015 and approved by the ACOE.

B. Purchaser has permit approval (Permit # 414236-001 SFI) from the Florida Department of Environmental Protection South District (the "FDEP") 404 Program to impact non-tidal wetlands related to the Highland County Landfill project located at the Highlands County Solid Waste Management Center, 12700 Arbuckle Creek Road, Sebring Florida. The project impacts are located within the FDEP South District region and Highlands County Florida. Purchaser will purchase 0.49 Federal wetland credits from Seller to compensate for authorized impacts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual premises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Purchase Agreement as a matter of contract and not mere recital.

2. Sale and Purchase. Seller agrees to sell, and Purchaser agrees to purchase, **0.49** Federal Wetland Credits (the "Wetland Credits") from the Bank for the purchase price of Sixty-One Thousand Two Hundred Fifty and 00/100 Dollars (**$ 61,250.00**) (the "Purchase Price") and in accordance with the terms and conditions set forth in this Agreement.

3. Payment of Purchase Price. Purchaser shall pay the Purchase Price to Seller at Closing (as hereinafter defined) by either delivering a check made out to **COLLANY MITIGATION, LLC** or preferably by making a wire transfer of immediately available federal funds to an account at a financial institution designated in writing by Seller.

4. Seller's Representation and Warranties. Seller hereby makes the following representations and warranties:

a. Authorization, Execution and Delivery. This Agreement has been duly authorized, executed and delivered by all necessary action on the part of Seller, constitutes the binding agreement of Seller and is enforceable in accordance with its terms.

b. Compliance with Laws. Seller will comply with all applicable laws and regulations relating to the sale of the Wetland Credits, the Bank, and the Conservation Bank

Agreement.

c. Credit Availability. As of the date of Closing, Seller shall have the Wetland Credits available for Purchaser.

5. Purchaser's Representations and Warranties. Purchaser hereby makes the following representations and warranties.

a. Authorizations, Execution and Delivery. This Agreement has been duly authorized, executed and delivered by all necessary action on the part of Purchaser, constitutes the valid and binding agreement of Purchaser and is enforceable in accordance with its terms.

b. As Is Where Is Sale. Purchaser acknowledges and agrees that Purchaser is purchasing the Wetland Credits "AS IS, WHERE IS," at Closing. The Seller has not made and does not make any representations or warranties, either express or implied, with respect to the Wetland Credits, other than as expressly set forth in Paragraph 4, operated pursuant to Mitigation Banking Instrument SAJ -2012-02062, and this Agreement, Purchaser has not been induced by, and has not relied upon, any representations, warranties or statements, whether express or implied, made by the Seller or any agent, employee or other representative of the Seller, which are not expressly set forth herein. This Paragraph shall survive Closing and delivery of the Wetland Credits.

6. Closing. Closing on the purchase and sale of the Wetland Credits pursuant to this Agreement ("Closing") shall be held at a location mutually agreeable to Purchaser and Seller, at a time and date to be agreed upon by the Parties, but not later than 5:00 p.m. on October 31, 2023 _____ unless Seller consents in writing to a later date, TIME BEING OF THE ESSENCE TO THIS AGREEMENT.

7. Seller's Deliveries.

a. At Closing, Seller shall deliver to Purchaser a Bill of Sale, substantially in the form of Exhibit A attached hereto and incorporated herein by this reference, evidencing the sale to Purchaser of the Wetland Credits from the Bank.

8. Closing Costs. Seller shall pay the cost of preparing the Bill of Sale, any taxes and costs customarily paid by Sellers, and Seller's attorney's fees. Purchaser is tax exempt. and Purchaser shall pay its attorney's fees related to Closing.

9. Default.

a. By Purchaser. If Purchaser defaults in performing any of Purchaser's obligations under this Agreement, and if such default continues for a period of ten (10) days after Seller has provided written notice to Purchaser of such default, Seller may terminate this Agreement by providing written notice to Purchaser whereupon this Agreement shall terminate and Purchaser and Seller shall have no further obligations hereunder. Seller agrees that it waives any and all other rights and remedies against Purchaser and all other claims for damages against Purchaser arising from Purchaser's default under the terms of this Agreement.

b. By Seller. If Seller defaults in performing any of Seller's obligations under this Agreement, and if such default continues for a period of ten (10) days after Purchaser has provided written notice to Seller of such default, Purchaser's sole remedy shall be either to (i) terminate this Agreement by providing written notice thereof to Seller and receive a refund of any amounts paid to Seller, in which event neither party shall have any further rights or

obligations hereunder, except as expressly provided herein, or (ii) seek specific performance of Seller's obligation to sell the Wetland Credits to Purchaser. Purchaser hereby expressly waives any right it may have to damages (compensatory, consequential or otherwise), as well as any other remedies the Purchaser may have, as a result of such default.

10. Effect of Condemnation, Regulatory Action or Force Majeure.

a. Condemnation. If the Bank property or any part thereof is taken prior to Closing pursuant to eminent domain proceedings, or if such proceedings are commenced prior to Closing, and as a result Seller determines that it will be unable to transfer the Wetland Credits to Purchaser at Closing as specified in this Agreement, then Seller may terminate this Agreement by providing written notice to Purchaser at any time prior to Closing, and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

b. Regulatory Action.

i. If Seller is unable to transfer the Wetland Credits to Purchaser as provided in this Agreement because of the action or order of any regulatory agency, regardless of whether or not Seller has contested or challenged such action or order, Seller may terminate this Agreement by providing written notice to Purchaser at any time prior to Closing, and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

ii. If Purchaser is prevented by any regulatory agency from acquiring the Wetland Credits from Seller as provided in this Agreement, or if Purchaser's mitigation plan is not approved by the SWFWMD, Purchaser may terminate this Agreement by providing written notice to Seller at any time prior to Closing, and neither party shall have any further rights or obligation s hereunder, except as expressly provided herein.

c. Force Majeure. If Seller is unable to transfer the Wetland Credits to Purchaser as provided in this Agreement because of damage to or loss of the Bank property resulting from fire, flood, storm, drought or other natural disaster, or from any other cause that is not the fault of Seller and is beyond Seller's reasonable ability to prevent or control, Seller may terminate this Agreement by providing written notice to Purchaser at any time prior to Closing, and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

11. Indemnification.

Seller's Indemnification. Seller shall be solely responsible for compliance with the Mitigation Bank Permit and with all statutes, regulations and requirements applicable to the operation, management and maintenance of the Bank, and for ensuring the payment of all taxes owed by the Bank or assessed against the Bank property ("Bank Regulatory Requirements"). Seller shall indemnify, defend and hold harmless Purchaser and Purchaser's authorized successors and assigns from and against any action, order, investigation or proceeding initiated by any government agency and arising from or based upon Seller's failure to comply with any Bank Regulatory Requirement. Seller's duty to indemnify Purchaser under this Paragraph 11 shall survive Closing.

12. Credit Not Real Estate. The sale and conveyance of the Wetland Credits to Purchaser in accordance with this Agreement shall not constitute the conveyance or transfer of any right, interest or ownership in real property or in the Bank, nor shall such sale and conveyance impose upon Purchaser any obligation, duty or liability arising from or incident to ownership of or interest in real property. Purchaser shall have no right of access to Bank property.

13. Miscellaneous.

a. No Joint Venture. This Agreement is made solely for the purposes set forth herein and no joint venture, partnership or other relationship between Purchaser and Seller is created hereby.

b. No Third-Party Beneficiary. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and authorized assigns. This Agreement does not create or convey any rights, benefits or interests on behalf of any other person.

c. Assignment. This Agreement may be assigned prior to Closing only by written agreement of both parties, and any assignee shall assume the rights and obligations of its assignor.

d. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements, written or oral. Each provision contained in this Agreement shall be severable from all other provisions hereof and the invalidity of any such provision shall not affect the enforceability of the other provisions of this Agreement. This Agreement may be modified only by a written instrument duly executed by both Seller and Purchaser.

e. Choice of Laws. This Agreement shall be construed, performed and enforced under the laws of the State of Florida. 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.

f. Counterparts. This Agreement may be executed in one or more counterparts by the Parties. All counterparts shall collectively constitute a single agreement.

g. Notices. All notices shall be in writing and sent by hand, facsimile transmission, overnight delivery service or certified mail, return-receipt requested, to the following addresses:

If to Seller:

Collany Mitigation, LLC
Attn: Evan Ocheltree
C/o Falling Springs LLC
1100 Boulders Parkway, Suite 101
Richmond, VA 23229
Telephone: 804-330-8092
Email: EOcheltree@Fallingspringsllc.com

If to Purchaser:

Highlands County
Attention: County Administrator
600 S. Commerce Avenue
Sebring, Florida 33870

With Copy To:	Highlands County Attention: Attorney Office 600 S. Commerce Avenue Sebring, Florida 33870
And	Highlands County Solid Waste Management Center 12700 Arbuckle Creek Road Sebring Florida 33870

Notices shall be deemed received (i) if hand delivered, when received, (ii) if given by facsimile, when transmitted to the facsimile number specified above during normal business hours and confirmation of complete receipt is received during normal business hours (provided a copy of the same is sent by overnight delivery service on the same day), (iii) if given by overnight delivery service, the first business day after being sent prepaid by such overnight delivery service, or (iv) if given by certified mail, return receipt requested, postage prepaid, two (2) days after posting with the United States Postal Service. Either party may change its address by notifying the other party in a manner described above.

14. Public Records.

A. Pursuant to Florida Statutes, Section 119.0701:

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

COUNTY: **GLORIA RYBINSKI**
600 COMMERCE AVENUE
SEBRING, FLORIDA 33870
(863) 402-6836
GRYBINSKI@HCBCC.ORG

B. Seller 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 Seller 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 Seller's possession or keep and maintain the public records as required by the COUNTY. If the Seller transfers all public records to the COUNTY upon completion of this contract, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Seller keeps and maintains public records upon completion of the contract, the Seller 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.

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS whereof, Seller and Purchaser have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the dates indicated below.

SELLER:

COLLANY MITIGATION, LLC, Virginia limited liability company

By: _____

Name: Evan B. Ocheltree

Its: Manager

Date: 9/6/2023

PURCHASER:

HIGHLANDS COUNTY

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

BILL OF SALE

Compensatory Wetland Credits

BILL OF SALE, made as of _____ ___, 2023, by **COLLANY MITIGATION, LLC,** a Virginia limited liability company ("Seller"), to **HIGHLANDS COUNTY** ("Purchaser").

WHEREAS, Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Wetland Mitigation Credits, dated as of _____ ___, 2023 (the "Purchase Agreement", the terms of which are incorporated herein by reference and made a part hereof), with respect to the sale by Seller and purchase by Purchaser of Compensatory Wetland Credits held in Seller's Conservation Bank in Polk County, Florida.

NOW THEREFORE, for and in consideration of the payment of the Purchase Price of Sixty-one Thousand Two Hundred Fifty Dollars ($61,250.00)and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers and sets over to Purchaser, its successors and assigns, **0.49** Compensatory Wetland Credits ("Credits") as such are described in the Purchase Agreement in and to the Mitigation Bank operated pursuant to Mitigation Banking Instrument SAJ-2012-02062, approved by ACOE.

TO HAVE AND TO HOLD all such Credits hereby sold and transferred to Purchaser and its successors and assigns forever.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized representative as of the date first above written.

COLLANY MITIGATION, LLC, Virginia limited liability company

By: _____

Name: Evan B. Ocheltree

Its: Manager

Permit Applicant: Highlands County
Project: Highlands County Landfill Project
FDEP Permit No.: 414236-001 SFI

8R

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

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

SUBJECT/TITLE: **Request adoption of resolution 21-22-178 for Budget Amendment 21-22-126 in the amount of $135,856.00 to purchase Federal Wetland Mitigation Credits, Eagle Nest Take Permit mitigation credits, and additional engineering and permitting services by Chastain Skillman, Inc. for the Highlands County Solid Waste Management Center (HCSWMC) – Borrow Pit Mining for Cover Material Project**

STATEMENT OF ISSUE

In response to the recent review of the Environmental Resource Permit Application for the Highlands County Landfill Borrow Pit Expansion Project the Florida Department of Environmental Protection (FDEP) determined that they would not allow the use of existing mitigation on-site through a previously recorded Conservation Easement from the original Water Management District Permit when the landfill was developed. FDEP is requiring the County to purchase 0.49 acres of wetland mitigation credits from either the Collany Mitigation Bank or Kissimmee Ridge Mitigation Bank, which are the two Federal wetland mitigation banks identified for our service area. The cost to purchase 0.49 acres of wetland mitigation credits from the Collany Mitigation Bank is $61,250.00. During the field review of the site for the proposed borrow pit the FDEP and South Florid Water Management District (SFWMD) detected a bald eagle nest in the center of the site. Due to the location of the eagle nest within the project site an incidental take of the nest tree outside of nesting season is the only option. An Eagle Nest Take Permit was submitted to the United States Fish & Wildlife Services (USF&WS) on February 4, 2022 and approved on August 9, 2022. The USF&WS waived the $35,000.00 fee to take the nest but requires the county to pay an in-lieu mitigation donation of $35,000.00 to the Bald Eagle and Golden Eagle Electrocution Prevention in-lieu Fee Program.

The total cost for the wetland mitigation credits and eagle nest take permit mitigation credits is $96,250.00. Funds in the amount of $96,250.00 will need to be reallocated from within Fund 401 from Account 3999100 (Fund Balance Brought Forward) to Cost Center 4210 (Refuse Disposal) Account 56301Z (Project Capital Infrastructure)/ Project 20045 – HCSWMC – Borrow Pit Mining for Cover Material Project.

In addition, funds in the amount of $39,606.00 for Task Order Assignment #1-1 (TOA #1-1) with Chastain Skillman, Inc. for Additional Engineering and Permitting Services on the Highlands County Solid Waste Management Center (HCSWMC) – Borrow Pit Mining and Cover Materials Project No. 20045 under a separate agenda item are to be included in the funds to be reallocated.

The funds for the cost for wetland mitigation credits, eagle nest take permit mitigation credits and TOA #1-1 with Chastain Skillman, Inc for additional engineering and permitting services total $135,856.00. Total Funds in the amount of $135,856.00 will need to be reallocated from within Fund 401 from Account 3999100 (Fund Balance Brought Forward) to Cost Center 4210 (Refuse Disposal) Account 56301Z (Project Capital Infrastructure)/ Project 20045 – HCSWMC – Borrow Pit Mining for Cover Material Project.

See Res. Book 33 Pg 85

RECOMMENDED ACTION

Move to adopt resolution 21-22-178 for Budget Amendment 21-22-126 to purchase wetland and eagle nest take permit mitigation credits and for TOA #1-1 with Chastain Skillman, Inc. for additional engineering and permitting services on the HCSWMC – Borrow Pit Mining and Cover Material Project 20045 in the amount of $135,856.00.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 401 (Solid Waste Enterprise Fund) Account 3999100 (Fund Balance brought forward) in the amount of $135,856.00 and will be appropriated in Project 20045 (HSWMC-Borrow Pit Mining 20-21).

Attachments: 21-22-126 Project 20045 HCSWMC - Borrow Pit Mining (BA).pdf
21-22-126R Project 20045 HCSWMC - Borrow Pit Mining (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
August 24, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: 8/16/2022

SUBMITTED BY: Clinton Howerton, Jr., P.E., County Engineer

FUND(S): 401 FUND TITLE(S): Solid Waste Enterprise COST CENTER(S) #: 4210

PROJECT(S) #: 20045 PROJECT TITLE(S): HSWMC-Borrow Pit Mining 20-21 COST CENTER TITLE(S): Refuse Disposal System

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	401		3999100	Fund Balance Brought Forward		5,823,862.00	135,856.00		5,959,718.00
E	401	4210	53100Z	Project Professional Services	20045	113,853.60	135,856.00		249,709.60
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: This Budget Amendment is necessary to fund Project #20045 in the amount of $135,856 for the purchase of federal wetland mitigation credits as required by FDEP as well as the purchase of eagle nest take permit mitigation credits in compliance with the US Fish & Wildlife Service (USF&WS) permit and TOA #1-1 with Chastain Skillman, Inc for add'l engineering and permitting services.

OFFICE USE ONLY

OMB RECOMMENDATION:

✓ Approval

Denial

Signature: Digitally signed by David Nitz Date: 2022.08.26 09:22:30 -04'00'

REQUEST # 21-22-126

ACTION:

Board ✓ Approved Denied

County Administrator Approved Denied

SIGNATURE: Kathleen D. Rapp

DATE: 9/06/2022

TRANSFER TYPE:

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

Posted by Clerk:

Form Revised 08/05/2020

CERTIFIED
TO BE A TRUE COPY
JEROME KASZUBOWSKI, CLERK
BY D.C.
9/6/2022

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 2023

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 22-23-148 to clean-up negative account balances in various cost centers.**

STATEMENT OF ISSUE

This budget amendment is necessary to realign funding for negative account balances in various cost centers for accounting purposes.

RECOMMENDED ACTION

Move to approve budget amendment 22-23-148 to clean-up negative account balances in various cost centers.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is merely realigning budgeted funds within or between cost centers totaling $38,500.00.

Attachments: 22-23-148 Cost Center Negative Clean Up3 (BA).pdf

REVIEWED
O.M.B DEPARTMENT
September 12, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **9/8/2023** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2672, 1000, 2100, 2108**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Facilities Maintenance, General Admin Circuit Crt, Business Svcs, Non Advalorem Assessments**

*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**		**736,117.00**		**37,000.00**	**699,117.00**
E	**005**	**2672**	**54300**	**Utility Service**		**309,100.00**	**35,000.00**		**344,100.00**
E	**005**	**1000**	**55200**	**Operating Supplies**		**300.00**	**1,000.00**		**1,300.00**
E	**005**	**2100**	**55200**	**Operating Supplies**		**0.00**	**1,000.00**		**1,000.00**
E	**005**	**2108**	**51200**	**Regular Salaries & Wages**		**79,515.00**		**1,500.00**	**78,015.00**
E	**005**	**2108**	**54900**	**Other Charges & Obligations**		**0.00**	**1,500.00**		**1,500.00**

REASON: **To provide additional budget due to funding shortfall.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-148**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 2023

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

SUBJECT/TITLE: **Request approval of Amendment 2 to the Tourism Consultant Services Agreement extending the contract for one year to Fiscal Year 2023-2024.**

STATEMENT OF ISSUE

The Tourism Development Council's Lead Consultant was solicited through Purchasing's Request for Proposal (RFP) process - RFP 21-008. Gray Dog Publishing, Inc. was the top-ranked respondent.

The Tourism Development Council's Lead Consultant agreement can be extended up to five times through a successful evaluation process at the end of each fiscal year. The Tourism Development Council voted on the extension of the tourism consultant contract with Gray Dog Publishing, Inc, at their August 10, 2023, meeting, and the item received a unanimous vote to extend the contract with the current vendor. A 3% escalator is added to each contract year with a successful evaluation.

The contract for fiscal year 2023-2024 is $101,846.40.

RECOMMENDED ACTION

Move to approve Amendment 2 to the Tourism Consultant Services Agreement extending the contract for one year to Fiscal Year 2023-2024.

FISCAL IMPACT

The fiscal impact is an increase to Fund 152 (Tourist Development) in the amount of $2,966.40 to Cost Center 5301 (Tourist Dev - Operations), account 53400 (Contractual Services).

Attachments: Gray Dog Contract Signature Page.pdf

AMENDMENT 2 TO THE TOURISM CONSULTANT SERVICES AGREEMENT BETWEEN HIGHLANDS COUNTY AND GRAY DOG PUBLISHING, INC.

THIS AMENDMENT 2 is made by and between Highlands County, 600 S. Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and Gray Dog Publishing, Inc., 8100 Arbuckle Creek Rd., Sebring, Florida 33870 ("CONSULTANT").

WHEREAS, CONSULTANT entered into a Tourism Consultant Services Agreement with the COUNTY on October 5, 2021, and amended the same through Amendment 1 on October 18, 2022 (collectively "Agreement"); and

WHEREAS, the parties have determined that it is in their best interest to amend the Agreement to extend the services for one (1) year.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the COUNTY and CONSULTANT agree as follows:

1. Section 2 of the Agreement is hereby amended to extend the term for an additional one (1) year period from October 1, 2023, through and including September 30, 2024.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 12th day of September, 2023.

Signatures on following page

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

Chris Campbell, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

GRAY DOG PUBLISHING, INC.

Casey Wohl Hartt

Casey Wohl Hartt, President

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of _____, as _____, of Casey Wohl Hartt, 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 Drivers License as identification, and who did/did not take an oath this 12 day of Sept, 2023.

KELLY JOEHRS
Notary Public-State of Florida
Commission # HH 264651
My Commission Expires
June 14, 2026

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 2023

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Request adoption of Resolution 22-23-186 updating policies to the Tourist Development Grant Program.**

STATEMENT OF ISSUE

The Tourist Development Council (TDC), in their regular meeting on August 10, 2023, unanimously approved to recommend to the Board of County Commissioners adopting changes to the TDC Event Grant Program policies as expressed in the attached TDC Event Grant Program Changes document.

The TDC Event Grant Program provides opportunity for performance-based reimbursement to tourism driven events within Highlands County. This serves as a marketing tool to incentivize events to bring out-of-county visitors to Highlands County by providing greater funding opportunities to events for the generation of room nights within local hotels and lodging accommodations within the county.

RECOMMENDED ACTION

Move to approve Resolution 22-23-186 updating policies to the Tourist Development Grant Program.

Attachments: TDC Grant Program Recommended Changes - voted 8.10.23.docx
Resolution 22.23.186_TD Grant Policies.SGS (002).pdf
Exhibit A TDC_High_Impact_Grant_Policy.sgs.pdf
Exhibit B TDC New Event Grant Policy.sgs.pdf
Exhibit C TDC Sports Event Grant Policy.sgs.pdf
Exhibit D TDC Special Event Grant Policy.sgs.pdf

TDC Event Grant Program Changes

TDC voted unanimously at their August 10, 2023 regular mee? ng to recommend the following changes to the Board of County Commissioners regarding the TDC Event Grant Program:

1. Remove the $65,000 cap on the High Impact Signature Grant. This will allow applicants to submit for whatever amount they'd like at $20/verified room night, benefi? ng events such as Spartan, who has been receiving $90,000 per year in TDC grant funds. Events will s? ll only be reimbursed for the room nights they are able to verify, up to the amount the TDC had approved the grant for. There is no base funding on this grant category.
2. Move Plaques, Awards, Trophies and Cer? ficates from "Ineligible Use of Funds" to "Eligible Use of Funds" in grant policies. Design must be pre-approved by TDC staff and must include the Visit Sebring logo. Does not include monetary prizes.
3. Add "Field/Facility Related Expenses" to the "Eligible Use of Funds" in grant policies. The inten? on of this is to reimburse the cost of items such a port-a-lets for the flat fields at the mul? - sport complex.
4. To streamline the payment of facility rental fees for events taking place at Highlands County owned facili? es, the payment of facility fees will happen between the TDC office and Parks and Faiclites office through an internal transfer of funds, rather than from event organizer to Parks & Facili? es, and then reimbursement to event organizer from TDC. The amount will come from the grant funding amount awarded to the event from the TDC.

RESOLUTION NO. 22-23-186

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE HIGHLANDS COUNTY TOURIST DEVELOPMENT TAX GRANT PROGRAMS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR GRANT POLICIES; PROVIDING FOR ADOPTION OF UPDATED GRANT POLICIES; 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 125.0104, the Florida Local Option Tourist Development Act, permits a County to levy tourist development taxes in the manner prescribed therein; and

WHEREAS, on February 14, 1995, Highlands County adopted Ordinance No. 95-4, establishing the Highlands County Tourist Development Council as prescribed by Florida Statutes, Section 125.0104(4)(e) to make recommendations to the Board of County Commissioners with respect to programs and opportunities which are in line with the statutory requirements for the use of the tourist development taxes levied by Highlands County; and

WHEREAS, Highlands County has developed various grant programs and opportunities in an effort to attract visitors to Highlands County; and

WHEREAS, from time to time the County deems it necessary and appropriate to revise and update its various grant programs and opportunities to better align with the events and programs it has historically attracted; and

WHEREAS, the County has determined that it is the best interest of the citizens of and visitors to Highlands County for it to update its various tourist development tax grant policies.

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

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

SECTION 2. Repeal of Prior Policies. The following Highlands County Tourist Development Grant Policies are hereby repealed in their entirety and shall have no further force or effect:

HIGH IMPACT SIGNATURE EVENT GRANT FUNDING PROGRAM POLICY (*Adopted May 19, 2020*)

NEW EVENT GRANT FUNDING PROGRAM POLICY (*Adopted May 19, 2020*)

SPORTS EVENT GRANT FUNDING PROGRAM POLICY (*Adopted May 19, 2020*)

SPECIAL EVENT/CONFERENCE GRANT FUNDING PROGRAM POLICY (*Adopted May 19, 2020*)

SECTION 3. Adoption of Updated Tourist Development Grant Policies.

A. Highlands County hereby adopts the **HIGH IMPACT SIGNATURE EVENT GRANT FUNDING PROGRAM POLICY** attached hereto as **Exhibit "A"**.

B. Highlands County hereby adopts the **NEW EVENT GRANT FUNDING PROGRAM POLICY** attached hereto as **Exhibit "B"**.

C. Highlands County hereby adopts the **SPORTS EVENT GRANT FUNDING PROGRAM POLICY** attached hereto as **Exhibit "C"**.

D. Highlands County hereby adopts the **SPECIAL EVENT/CONFERENCE GRANT FUNDING PROGRAM POLICY** attached hereto as **Exhibit "D"**.

SECTION 4. Implementing Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of Highlands County pertaining to adoption of its various Tourist Development Grant Policies, 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 City Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk

EXHIBIT "A"

HIGH IMPACT SIGNATURE EVENT GRANT FUNDING PROGRAM POLICY

EXHIBIT "B"
NEW EVENT GRANT FUNDING PROGRAM POLICY

EXHIBIT "C"
SPORTS EVENT GRANT FUNDING PROGRAM POLICY

EXHIBIT "D"
SPECIAL EVENT/CONFERENCE GRANT FUNDING PROGRAM POLICY

High Impact Signature Event Grant Funding Program

Guidelines & Application

This program is administered by the Highlands County Tourist Development Council (TDC), which is an advisory council to the Highlands County Board of County Commissioners.
Approved by TDC on August 10, 2023
Approved by the Highlands County Board of County Commissioners
on September 19, 2023, through Resolution No.: 22-23-186

HIGH IMPACT SIGNATURE EVENT GUIDELINES

Funding is available for High Impact Signature Events staged in Sebring/Highlands County by organizations that attract large numbers of visitors from outside Highlands County. Such an Event must generate a **minimum of 1,000 TOTAL verified room nights or at least 10,000 verified attendees with at least 30% of the verified attendees coming from outside Highlands County** to be considered for funding.

Consideration for funding is determined by the number of room nights, number of verified attendees and the overall economic impact the Event will bring to Sebring/Highlands County. The funding level will be determined strictly based on $20 per each verified room night that the Event will bring to Sebring/Highlands County lodging partners or $0.50 for each verified attendee with documentation that 30% of attendees came from outside Highlands County.

High Impact Signature Event Criteria

For High Impact Signature Event staged in Sebring/Highlands County April-December that attract overnight visitors in Highlands County - grant program requirements include:

1. At least a two-day event with at least one overnight (either night or early morning) component
2. Funding is not intended to support administrative costs. Funding is intended to support marketing and promotional efforts, venue/site rentals and costs directly related to hosting the event, etc.
3. The Visit Sebring logo block must appear prominently in all advertising and publicity (written or electronic) for the Event/Project.
4. Hotels/accommodations secured for the Event must be located within Highlands County.
5. Funding shall be provided as reimbursement for approved actual expenditures upon completion of the Event. Proof of payment must be provided. Proof of payment may be submitted in the form of a vendor receipt and a front and back copy of cleared check or credit card receipt. Cash receipts will not be accepted for reimbursements.
6. The TDC will only pay the agreed upon facility fees directly to the Applicant upon submission of the receipt showing payment in full.
7. To be eligible for payment, Applicant must timely submit completed, signed and verified Room Block Report(s)/Room Night Certification Form(s). Failure to submit completed Room Block Report (s)/Room Night Certification Form(s) will result in disqualification for support. Applicant

must provide the written report including documentation of the actual room nights generated in comparison to the initial room night guarantee indicated in the application not more than 60 days after the Event concludes. It is the responsibility of Applicant to provide proof of room nights generated. This is not the responsibility of Visit Sebring. Visit Sebring staff may confirm accuracy of the Room Night Verification Form at staff discretion. Any funds granted will be subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative the County may designate.

8. To qualify for reimbursement, Applicant must provide proof of liability and/or medical insurance from the host organization. A Commercial General Liability Insurance Policy should be obtained for the Event/Project of $500,000 / $1,000,000 limits, or in an amount as otherwise required by the Highlands County, with the "Highlands County, a political subdivision of the State of Florida, its officials, employees and volunteers" being named as an additional insured on the policy. The term of coverage must include not only all days of the Event, but set up days and take down days, as well.

9. The TDC may lend assistance or administer funds approved in the form of advertising, public relations, promotions or marketing programs through an outside vendor on behalf of Applicant.

10. Recognition of Visit Sebring must be included where appropriate on all marketing materials, on Applicant's website & referred to in public relations activities. All printed materials with the Visit Sebring logo must be presented with the reimbursement request.

11. Upon approval of funds, Applicant must provide at least four (4) media passes for use by TDC staff to attend and cover the Event for the TDC's marketing and public relations purposes.

12. Applicant is to have only one designated contact (Designee) for the duration of the Event Funding process. Designee is responsible for turning in all application documents, as well as follow up paperwork needed prior to the Event/Project. Additionally, Designee will be responsible for executing the funding contract and providing a W-9 for Applicant. Funds will be released only to Designee upon completion of post-Event/Project documentation and room night certification. Should Designee change at any point during the process, written notification to the TDC office is required. Failure to provide notification will adversely affect funding.

13. If any details (date, time, name of event, etc.) change prior to the Event/Project execution, a letter must be sent to the TDC office advising of the changes. Date changes require a vote by the TDC and Amendment to Grant Agreement and must be submitted 90 days prior to the originally approved date or new date (whichever comes first).

14. By submission of an application, the Applicant grants Highlands County and all of its employees, officers, contractors, subcontractors, volunteers, and agents (collectively referred to in this paragraph as "Highlands County representatives"), the right to use and reproduce any and all photographs, digital images, videotapes or recordings made at or made in relation to the Event/Project, including those of Applicant's employees, volunteers, invitees, and those that contain Applicant's name, artwork, logo or trademark, for use by Highlands County, and the right to copyright and/or use, reuse and/or publish, republish photographic pictures, digital images, videos or recordings. Applicant affirms that Applicant is the legal owner of any artwork, logo or trademark used by Applicant and acknowledges that Highlands County is relying on this representation and to the extent there is any claim by any third party against Highlands County or its representatives, Applicant will indemnify and hold Highlands County and its representatives harmless as to any such claim or damages arising from such claim. Applicant is required to grant Highlands County permission for the photographs, digital images, video, or recordings to be used in their entirety and/or edited versions as deemed necessary by Highlands County. Applicant accepts and understands those items will become the property of Highlands County and all rights to inspect or approve those items, as well as any royalties or other such compensation are waived. Applicant further grants Highlands County permission to use the photographs, digital images, videotapes or recordings at any time in the future without provision of notice. Highlands County's use may include use for trade, commercial & advertising purposes, to promote the product or

service of Highlands County, and to simply report happenings in Highlands County, and may include the use of items on Highlands County websites. Applicant shall inform its invitees of the County's intentions & rights as described in this paragraph & obtain executed Release & Waivers from the Applicant's invitees, as requirement to participate in the Event.

HIGH IMPACT SIGNATURE EVENT FUNDING REQUEST LEVELS

The guaranteed number of room nights stated by the Applicant does not guarantee the level of funding at which the Event may be approved. The final funding recommendation will be based on the TDC's sole and absolute discretion. The TDC has the right to place the application at a lower funding level without providing justification for its decision. All requests will be submitted as a recommendation by the TDC to the Highlands County Board of County Commissioners which makes the final decision.

Exceptions for Extraordinary Circumstances

While it is not possible to legislate for the unknown, it is possible to identify and anticipate the potential for exceptional circumstances. The TDC may recommend increasing funding in extraordinary circumstances. These extraordinary circumstances will be reviewed on a case-by-case basis for consideration and recommendation to the Highlands County Board of County Commissioners for final approval.

The TDC will only reimburse for actual, verified room nights only. For example:

If the TDC approved a grant for $40,000 for an event that guaranteed 2,000 room nights and the event actually only generated 1,500 total room nights, the TDC would determine the total percentage of what was produced based upon what was guaranteed by taking 1,500/2,000= 75%. The maximum total amount awarded in this case based upon the % formula would be 75% of $40,000 which equals $30,000.

ELIGIBLE USE OF FUNDS

The following is a list of how TDT funds are to be used to promote tourism for Highlands County.

1. Out-of-County Advertising Expenses

Advertising and publicity outside of Highlands County to increase participation, attendance and awareness of the Event and generate hotel room nights. The Visit Sebring logo must appear with or in the ad, which must be pre-approved by TDC staff. Advertising examples include:

- Digital Online Advertising: geofencing, social media, retargeting, SEO/SEM, display ads, targeted email campaigns, digital content creation via online storytelling, etc.
- Print: advertising, direct mail, flyers/posters, etc.
- Radio & TV Advertisements placed outside Highlands County
- Public Relations/Media Events
- Targeted Audience Outreach, such as trade show booth rental

2. Promotional Items

Promotional items must be tied to an "experience" with the event (i.e. themed reception, activity, etc.) and Visit Sebring's logo must be included and pre-approved by TDC staff before they qualify for reimbursement. Please consult TDC staff regarding any direct experience ideas. Promotional items will only be funded with a robust marketing plan as generating attendance.

3. Event Fees

- A/V equipment rental, in-county group transportation/tours, MOT fees, entertainment (for public events)
- Facility fees - for Events that take place at Highlands County facilities.
- Necessary event-related operational expenses, as approved per Florida State Statute 125.0104 and indicated in the final motion to approve funding.
- Event fees will only be funded with a robust marketing plan as generating attendance is the TDC's priority.

4. Trophies, Plaques, and Non-Monetary Awards

Items must include Visit Sebring's logo in the design, and be pre-approved by the TDC staff before they qualify for reimbursement. Items will only be funded with a robust marketing plan as generating attendance.

5. Field/Facility Related Expenses

Must be outlined in grant application and will be approved at the discretion of the TDC.

INELIGIBLE USES OF FUNDS:

1. Prize money, scholarships, monetary awards
2. Shirts that are not pre-approved by TDC staff and/or do not include the Visit Sebring logo
3. Any and all travel expenses (includes, but is not limited to, mileage reimbursement, car rental fees, airline tickets, hotel/accommodations, food, luggage fees, etc.)
4. Private entertainment, food, beverages, or any type of concession
5. Annual operating expenditures not directly related to the Event
6. Legal, medical, security, engineering, accounting, auditing, planning, feasibility studies or other consulting services
7. Employee salaries
8. Real property or capital improvements to facilities
9. Tangible personal property including but not limited to office furnishings or equipment
10. Interest or reduction of deficits and loans
11. Expenses incurred or obligated prior to or after the grant Event period
12. Advertising/promotional materials distributed in Highlands County, during or after the Event
13. Receptions/social functions other than those designed for pre-event promotional purposes
14. Sales tax
15. Website design
16. Ongoing or annual facility maintenance
17. Any use not authorized as determined by the Florida State Statute 125.0104

New Event Grant Funding Program

Guidelines & Application

This program is administered by the Highlands County Tourist Development Council (TDC), which is an advisory council to the Highlands County Board of County Commissioners.

Approved by TDC on August 10, 2023

Approved by the Highlands County Board of County Commissioners on September 19, 2023, through Resolution No.: 22-23-186

NEW EVENT GUIDELINES

Funding is available for New Events staged in Sebring/Highlands County by organizations that attract large numbers of visitors from outside Highlands County.

Consideration for New Event funding is determined by scoring, the number of room nights and the overall economic impact the Event will bring to Sebring/Highlands County. Any per room funding level will be determined strictly based on $20 per each verified room night that the Event brought to Sebring/Highlands County lodging partners.

New Event Criteria

For New Events (years 1-3) in Sebring/Highlands County, which have not been held previously in Highlands County, with plans to be a re-occurring event that will increase out-of-county attendees each year during April-December - grant program requirements include:

1. At least a two-day event with at least one overnight (either night or early morning) component
2. Funding is not intended to support administrative costs. Funding is intended to support marketing and promotional efforts, venue/site rentals and costs directly related to hosting the event, etc.
3. The Visit Sebring logo block must appear prominently in all advertising and publicity (written or electronic) for the Event.
4. Hotels/accommodations secured for the Event must be located within Highlands County.
5. Funding shall be provided as reimbursement for approved actual expenditures upon completion of the Event. Proof of payment must be provided. Proof of payment may be submitted in the form of a vendor receipt and a front and back copy of cleared check or credit card receipt. Cash receipts will not be accepted for reimbursements.
6. The TDC will only pay the agreed upon facility fees directly to the Applicant upon submission of the receipt showing payment in full.
7. To be eligible for payment, Applicant must timely submit completed, signed and verified Room Block Report(s)/Room Night Certification Form(s). Failure to submit completed Room Block Report (s)/Room Night Certification Form(s) will result in disqualification for support. Applicant must provide the written report including documentation of the actual room nights generated in comparison to the initial room night guarantee indicated in the application not more than 60 days after the Event/Project concludes. It is the responsibility of Applicant to provide proof of room

nights generated. This is not the responsibility of Visit Sebring. Visit Sebring staff may confirm accuracy of the Room Night Verification Form at staff discretion. Any funds granted will be subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative the County may designate.

8. To qualify for reimbursement, Applicant must provide proof of liability and/or medical insurance from the host organization. A Commercial General Liability Insurance Policy should be obtained for the Event of $500,000 / $1,000,000 limits, or in an amount as otherwise required by Highlands County, with the "Highlands County, a political subdivision of the State of Florida, its officials, employees and volunteers" being named as an additional insured on the policy. The term of coverage must include not only all days of the Event, but set up days and take down days, as well.

9. The TDC may lend assistance or administer funds approved in the form of advertising, public relations, promotions or marketing programs through an outside vendor on behalf of Applicant.

10. Recognition of Visit Sebring must be included where appropriate on all marketing materials, on Applicant's website & referred to in public relations activities. All printed materials with the Visit Sebring logo must be presented with the reimbursement request.

11. Upon approval of funds, Applicant must provide at least four (4) media passes for use by TDC staff to attend and cover the Event for the TDC's marketing and public relations purposes.

12. Applicant is to have only one designated contact (Designee) for the duration of the Event Funding process. Designee is responsible for turning in all application documents, as well as follow up paperwork needed prior to the Event. Additionally, Designee will be responsible for executing the funding contract and providing a W-9 for Applicant. Funds will be released only to Designee upon completion of post-Event documentation and room night certification. Should Designee change at any point during the process, written notification to the TDC office is required. Failure to provide notification will adversely affect funding.

13. If any details (date, time, name of event, etc.) change prior to the Event execution, a letter must be sent to the TDC office advising of the changes. Date changes require a vote by the TDC and Amendment to Grant Agreement and must be submitted 90 days prior to the originally approved date or new date (whichever is first).

14. By submission of an application, the Applicant grants Highlands County and all of its employees, officers, contractors, subcontractors, volunteers, and agents (collectively referred to in this paragraph as "Highlands County representatives"), the right to use and reproduce any and all photographs, digital images, videotapes or recordings made at or made in relation to the Event/Project, including those of Applicant's employees, volunteers, invitees, and those that contain Applicant's name, artwork, logo or trademark, for use by Highlands County, and the right to copyright and/or use, reuse and/or publish, republish photographic pictures, digital images, videos or recordings. Applicant affirms that Applicant is the legal owner of any artwork, logo or trademark used by Applicant and acknowledges that Highlands County is relying on this representation and to the extent there is any claim by any third party against Highlands County or its representatives, Applicant will indemnify and hold Highlands County and its representatives harmless as to any such claim or damages arising from such claim. Applicant is required to grant Highlands County permission for the photographs, digital images, video, or recordings to be used in their entirety and/or edited versions as deemed necessary by Highlands County. Applicant accepts and understands those items will become the property of Highlands County and all rights to inspect or approve those items, as well as any royalties or other such compensation are waived. Applicant further grants Highlands County permission to use the photographs, digital images, videotapes or recordings at any time in the future without provision of notice. Highlands County's use may include use for trade, commercial and advertising purposes, to promote the product or service of Highlands County, and to simply report happenings in Highlands County, and may include the use of items on Highlands County websites. Applicant shall inform its invitees of Highlands County's intentions and rights as described in this paragraph and obtain executed Release and Waivers from the Applicant's invitees, as a requirement to participate in the Event.

NEW EVENT FUNDING REQUEST LEVELS

There is a maximum funding level of $20,000 for year #1 and $10,000 for years #2 and #3 based on scoring with opportunity for an additional $20/verified room night reimbursement based on verified rooms. The guaranteed number of room nights stated by the Applicant does not guarantee the level of funding at which the Event may be approved. The final funding recommendation will be based on the TDC's soles and absolute discretion. As an example, if the TDC believes Applicant has overstated the room nights, the TDC has the right to place the application at a lower funding level without providing justification for its decision. All requests will be submitted as a recommendation by the TDC to the Highlands County Board of County Commissioners which makes the final decision.

Exceptions for Extraordinary Circumstances

While it is not possible to legislate for the unknown, it is possible to identify and anticipate the potential for exceptional circumstances. The TDC may recommend increasing funding in extraordinary circumstances. These extraordinary circumstances will be reviewed on a case-by-case basis for consideration and recommendation to the Highlands County Board of County Commissioners for final approval.

For Grant Funds tied to Room Verifications, the TDC will only reimburse for actual, verified room nights only. For example:

If the TDC approved a grant for $22,000 ($20,000 base + $2,000 for verified room night) for an event that guaranteed 100 room nights and the event actually only generated 30 total room nights, the TDC would determine the total percentage of what was produced based upon what was guaranteed by taking 30/100= 30%. The maximum total amount awarded in this case based upon the % formula would be 30% of $2,000 which equals $600. Therefore, the maximum awarded would be $20,600.

ELIGIBLE USE OF FUNDS

The following outlines how TDT funds are to be used to promote tourism for Highlands County.

1. Out-of-County Advertising Expenses

Advertising and publicity outside of Highlands County to increase participation, attendance and awareness of the Event and generate hotel room nights. The Visit Sebring logo must appear with or in the ad, which must be pre-approved by TDC staff. Advertising examples include:

- Digital Online Advertising: geofencing, social media, retargeting, SEO/SEM, display ads, targeted email campaigns, digital content creation via online storytelling, etc.
- Print: advertising, direct mail, flyers/posters, etc.
- Radio & TV Advertisements placed outside Highlands County
- Public Relations/Media Events
- Targeted Audience Outreach, such as trade show booth rental

2. Promotional Items

TDC funds designated for promotional items must be tied to a direct "experience" with the event (i.e. themed reception, activity, etc.) and the Visit Sebring logo must be included on the promotional item. These items must be pre-approved by TDC before they qualify for reimbursement. Promotional items will only be funded with a robust marketing plan as generating

attendance is the TDC's priority. Please consult TDC staff regarding any direct experience ideas.

3. Event Fees

- A/V equipment rental, entertainment (for events open to public)
- Facility fees - for Events that take place at Highlands County facilities.
- Necessary event-related operational expenses, as approved per Florida State Statute 125.0104 and indicated in the final motion by TDC to approve funding.
- Event fees will only be funded with a robust marketing plan as generating attendance is the TDC's priority.

4. Trophies, Plaques, and Non-Monetary Awards

Items must include Visit Sebring's logo in the design, and be pre-approved by the TDC staff before they qualify for reimbursement. Items will only be funded with a robust marketing plan as generating attendance.

5. Field/Facility Related Expenses

Must be outlined in grant application and will be approved at the discretion of the TDC.

INELIGIBLE USES OF FUNDS:

1. Prize money, scholarships, monetary awards
2. Shirts that are not pre-approved by TDC staff and/or do not include the Visit Sebring logo
3. Any and all travel expenses (includes, but is not limited to, mileage reimbursement, car rental fees, airline tickets, hotel/accommodations, food, luggage fees, etc.)
4. Private entertainment, food, beverages, or any type of concession
5. Annual operating expenditures not directly related to the Event/Project
6. Legal, medical, security, engineering, accounting, auditing, planning, feasibility studies or other consulting services
7. Employee salaries
8. Real property or capital improvements to facilities
9. Tangible personal property including but not limited to office furnishings or equipment
10. Interest or reduction of deficits and loans
11. Expenses incurred or obligated prior to or after the grant Event period
12. Advertising/promotional materials distributed in Highlands County, during or after the Event
13. Receptions/social functions not specifically designed for pre-event promotional purposes
14. Sales tax
15. Website design
16. Ongoing or annual facility maintenance
17. Any use not authorized as determined by the Florida State Statute 125.0104

Sports Event Grant Funding Program

Guidelines & Application

This program is administered by the Highlands County Tourist Development Council (TDC), which is an advisory council to the Highlands County Board of County Commissioners.

Approved by TDC on August 10, 2023

Approved by the Highlands County Board of County Commissioners on September 19, 2023, through Resolution No.: 22-23-186

SPORTS EVENT GUIDELINES

Funding is available for major Sports Events staged in Highlands County by organizations that attract large numbers of visitors from outside Highlands County. Such an Event must generate a **minimum of 100 TOTAL room nights** to be considered for funding. An example would be a state, regional, national, or international sporting event.

Consideration for funding is determined by the number of room nights and the overall economic impact the Event will bring to Highlands County. The funding level will be determined strictly based on $20 per each verified room night that the Event brought to Highlands County lodging partners.

Sports Event Criteria

For Sporting Events staged in Sebring/Highlands County April-December that attract overnight visitors in Highlands County - grant program requirements include:

1. Room night minimum: At least 100 verified room nights.
2. Funding is not intended to support administrative costs. Funding is intended to support marketing and promotional efforts, venue/site rentals and costs, bid fees, etc.
3. The Visit Sebring logo block must appear prominently in all advertising and publicity (written or electronic) for the Event.
4. Hotels/accommodations secured for the Event must be located within Highlands County.
5. Funding shall be provided as reimbursement for approved actual expenditures upon completion of the Event. Proof of payment must be provided. Proof of payment may be submitted in the form of a vendor receipt and a front and back copy of cleared check or credit card receipt. Cash receipts will not be accepted for reimbursements.
6. The TDC will only pay the agreed upon facility fees directly to the Applicant upon submission of the receipt showing payment in full.
7. To be eligible for payment, Applicant must timely submit completed, signed and verified Room Block Report(s)/Room Night Certification Form(s). Failure to submit completed Room Block Report (s)/Room Night Certification Form(s) will result in disqualification for support. Applicant must provide the written report including documentation of the actual room nights generated in comparison to the initial room night guarantee indicated in the application not more than 60 days after the Event/Project concludes. It is the responsibility of Applicant to provide proof of room

nights generated. This is not the responsibility of Visit Sebring. Visit Sebring staff may confirm accuracy of the Room Night Verification Form at staff discretion. Any funds granted will be subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative the County may designate.

8. To qualify for reimbursement, Applicant must provide proof of liability and/or medical insurance from the host organization. A Commercial General Liability Insurance Policy should be obtained for the Event of $500,000 / $1,000,000 limits, or in an amount as otherwise required by Highlands County, with the "Highlands County, a political subdivision of the State of Florida, its officials, employees and volunteers" being named as an additional insured on the policy. The term of coverage must include not only all days of the Event, but set up days and take down days, as well.

9. The TDC may lend assistance or administer funds approved in the form of advertising, public relations, promotions or marketing programs through an outside vendor on behalf of Applicant.

10. Recognition of Visit Sebring must be included where appropriate on all marketing materials, on Applicant's website & referred to in public relations activities. All printed materials with the Visit Sebring logo must be presented with the reimbursement request.

11. Upon approval of funds, Applicant must provide at least four (4) media passes for use by TDC staff to attend and cover the Event for the TDC's marketing and public relations purposes.

12. Applicant is to have only one designated contact (Designee) for the duration of the Sports Event Funding process. Designee is responsible for turning in all application documents, as well as follow up paperwork needed prior to the Event/Project. Additionally, Designee will be responsible for executing the funding contract and providing a W-9 for Applicant. Funds will be released only to Designee upon completion of post-Event/Project documentation and room night certification. Should Designee change at any point during the process, written notification to the TDC office is required. Failure to provide notification will adversely affect funding.

13. If any details (date, time, name of event, etc.) change prior to the Event execution, a letter must be sent to the TDC office regarding the changes. Date changes require a vote by the TDC and Amendment to Grant Agreement and must be submitted 90 days prior to the originally approved date or new date (whichever is first).

14. By submission of an application, the Applicant grants Highlands County and all of its employees, officers, contractors, subcontractors, volunteers, and agents (collectively referred to in this paragraph as "Highlands County representatives"), the right to use and reproduce any and all photographs, digital images, videotapes or recordings made at or made in relation to the Event, including those of Applicant's employees, volunteers, invitees, and those that contain Applicant's name, artwork, logo or trademark, for use by Highlands County, and the right to copyright and/or use, reuse and/or publish, republish photographic pictures, digital images, videotapes or recordings. Applicant affirms that Applicant is the legal owner of any artwork, logo or trademark used by Applicant and acknowledges that Highlands County is relying on this representation and to the extent there is any claim by any third party against Highlands County or its representatives, Applicant will indemnify and hold Highlands County and its representatives harmless as to any such claim or damages arising from such claim. Applicant is required to grant Highlands County permission for the photographs, digital images, video, or recordings to be used in their entirety and/or edited versions as deemed necessary by Highlands County. Applicant accepts and understands those items will become the property of Highlands County and all rights to inspect or approve those items, as well as any royalties or other such compensation are waived. Applicant further grants Highlands County permission to use the photographs, digital images, videos or recordings at any time in the future without provision of notice. Highlands County's use may include use for trade, commercial and advertising purposes, to promote the product or service of Highlands County, and to simply report happenings in Highlands County, and may include the use of items on Highlands County websites. Applicant shall inform its invitees of Highlands County's intentions and rights as described in this paragraph and obtain executed Release and Waivers from the Applicant's invitees, as a requirement to participate in the Event.

SPORTS EVENT FUNDING REQUEST LEVELS

There is a maximum funding level of $20,000. The guaranteed number of room nights stated by the Applicant does not guarantee the level of funding at which the Event may be approved. The final funding recommendation will be based on the TDC's sole and absolute discretion. The TDC has the right to place the application at a lower funding level with providing justification for its decision. All requests will be submitted as a recommendation by the TDC to the Highlands County Board of County Commissioners which makes the final decision.

Exceptions for extraordinary circumstances

While it is not possible to legislate for the unknown, it is possible to identify and anticipate the potential for exceptional circumstances. The TDC may recommend increasing funding in extraordinary circumstances. These extraordinary circumstances will be reviewed on a case-by-case basis for consideration and recommendation to the Highlands County Board of County Commissioners for final approval.

The TDC will reimburse for actual, verified room nights only. For example:

If the TDC approved a grant for $20,000 for an event that guaranteed 1,000 room nights and the event actually only generated 700 total room nights, the TDC would determine the total percentage of what was produced based upon what was guaranteed by taking 700/1000= 70%. The maximum total amount awarded in this case based upon the % formula would be 70% of $20,000 which equals $14,000.

ELIGIBLE USE OF FUNDS

The following is a list of how Tourist Development Funds are to be used to promote tourism for Highlands County.

1. Out-of-County Advertising Expenses

Advertising and publicity outside Highlands County to increase participation, attendance and awareness of the Event and generate hotel room nights. The Visit Sebring logo must appear in or with the ad, which must be pre-approved by TDC staff. Advertising examples include:

- Digital Online Advertising: geofencing, social media, retargeting, SEO/SEM, display ads, targeted email campaigns, digital content creation via online storytelling, etc.
- Print: advertising, direct mail, flyers/posters, etc.
- Radio & TV Advertisements placed outside Highlands County
- Public Relations/Media Events
- Targeted Audience Outreach, such as trade show booth rental

2. Promotional Items/Shirts

Must be tied to a direct "experience" with the event (i.e. themed reception, activity, etc.) and the Visit Sebring logo must be included on the shirt or promotional item, and the item with logo must be pre-approved by TDC staff before they qualify for reimbursement. Please consult TDC staff regarding any direct experience ideas.

3. Hosting, Bid, Facility or Event Fees

- Bid or Hosting Fee (Must be considered an authorized use as determined by the Florida Statute 125.0104);
- Facility fees - for Events taking place at Highlands County sports facilities, including MOT fees.
- Necessary event-related operational expenses, as approved per Florida Statute 125.0104 and indicated in the final motion to approve funding.

4. Trophies, Plaques, and Non-Monetary Awards

Items must include Visit Sebring's logo in the design, and be pre-approved by the TDC staff before they qualify for reimbursement. Items will only be funded with a robust marketing plan as generating attendance.

5. Field/Facility Related Expenses

Must be outlined in grant application and will be approved at the discretion of the TDC.

INELIGIBLE USES OF FUNDS:

1. Prize money, scholarships, monetary awards
2. Shirts that are not pre-approved by TDC staff and/or do not include the Visit Sebring logo
3. Any and all travel expenses (includes, but is not limited to, mileage reimbursement, car rental fees, airline tickets, hotel/accommodations, food, luggage fees, etc.)
4. Private entertainment, food, beverages, or any type of concession
5. Annual operating expenditures not directly related to the Event/Project
6. Legal, medical, security, engineering, accounting, auditing, planning, feasibility studies or other consulting services
7. Employee salaries
8. Real property or capital improvements to facilities
9. Tangible personal property including but not limited to office furnishings or equipment
10. Interest or reduction of deficits and loans
11. Expenses incurred or obligated prior to or after the grant Event period
12. Advertising/promotional materials distributed in Highlands County, during or after the Event
13. Receptions or social functions other than those specifically designed for pre-event media promotional purposes
14. Sales tax
15. Website design
16. Ongoing or annual facility maintenance
17. Any use not authorized as determined by the Florida State Statute 125.0104

Special Event/Conference Grant Funding Program

Guidelines & Application

This program is administered by the Highlands County Tourist Development Council (TDC), which is an advisory council to the Highlands County Board of County Commissioners.
Approved by TDC on August 10, 2023
Approved by the Highlands County Board of County Commissioners
on September 19, 2023, through Resolution No.: 22-23-186

SPECIAL EVENT GUIDELINES

Funding is available for Special Events/Conferences staged in Sebring/Highlands County by organizations that attract large numbers of visitors from outside Highlands County. Such an Event must generate a **minimum of 50 TOTAL room nights** to be considered for funding.

Consideration for funding is determined by the number of room nights and the overall economic impact the Event will bring to Sebring/Highlands County. The funding level will be determined strictly based on $20 per each verified room night that the Event brought to Sebring/Highlands County lodging partners.

Special Event/Conference Criteria

For special events/conferences staged in Sebring/Highlands County April-December that attract overnight visitors in Highlands County- grant program criteria include:

1. Room night minimum: At least 50 verified room nights
2. Not applicable to exclusive events such as weddings, family reunions, class reunions, etc.
3. Funding is not intended to support administrative costs. Funding is intended to support marketing and promotional efforts, venue/site rentals and costs directly related to hosting the event, etc.
4. The Visit Sebring logo block must appear prominently in all advertising and publicity (written or electronic) for the Event/Project.
5. Hotels/accommodations secured for the Event must be located within Highlands County.
6. Funding shall be provided as reimbursement for approved actual expenditures upon completion of the Event. Proof of payment must be provided. Proof of payment may be submitted in the form of a vendor receipt and a front and back copy of cleared check or credit card receipt. Cash receipts will not be accepted for reimbursements.
7. The TDC will only pay the agreed upon facility fees directly to the Applicant upon submission of the receipt showing payment in full.
8. To be eligible for payment, Applicant must timely submit completed, signed and verified Room Block Report(s)/Room Night Certification Form(s). Failure to submit completed Room Block Report (s)/Room Night Certification Form(s) will result in disqualification for support. Applicant must provide the written report including documentation of the actual room nights generated in comparison to the initial room night guarantee indicated in the application not more than 60 days after the Event/Project concludes. It is the responsibility of Applicant to provide proof of room

nights generated. This is not the responsibility of Visit Sebring. Visit Sebring staff may confirm accuracy of the Room Night Verification Form at staff discretion. Any funds granted will be subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative the County may designate.

9. To qualify for reimbursement, Applicant must provide proof of liability/medical insurance from the host organization. A Commercial General Liability Insurance Policy should be obtained for the Event of $500,000 / $1,000,000 limits, with the "Highlands County, a political subdivision of the State of Florida, its officials, employees and volunteers" being named as an additional insured on the policy. The term of coverage must include not only all days of the Event, but set up days and take down days, as well.

10. The TDC may lend assistance or administer funds approved in the form of advertising, public relations, promotions or marketing programs through an outside vendor on behalf of Applicant.

11. Recognition of Visit Sebring must be included where appropriate on all marketing materials, on Applicant's website & referred to in public relations activities. All printed materials with the Visit Sebring logo must be presented with the reimbursement request.

12. Upon approval of funds, Applicant must provide at least four (4) media passes for use by TDC staff to attend and cover the Event for the TDC's marketing and public relations purposes.

13. Applicant is to have only one designated contact (Designee) for the duration of the Event Funding process. Designee is responsible for turning in all application documents, as well as follow up paperwork needed prior to the Event/Project. Additionally, Designee will be responsible for executing the funding contract and providing a W-9 for Applicant. Funds will be released only to Designee upon completion of post-Event/Project documentation and room night certification. Should Designee change at any point during the process, written notification to the TDC office is required. Failure to provide notification will adversely affect funding.

14. If any details (date, time, name of event, etc.) change prior to the Event execution, a letter must be sent to the TDC office advising of the changes. Date changes require a vote by the TDC and Amendment to Grant Agreement and must be submitted 90 days prior to the originally approved date or new date (whichever comes first).

15. By submission of an application, the applicant grants Highlands County and all of its employees, officers, contractors, subcontractors, volunteers and agents, the right to use and reproduce any and all photographs, digital images, videotapes or recordings made at or made in relation to the Event/Project, including those of Applicant's employees, volunteers, invitees, and those that contain Applicant's name, artwork, logo or trademark, for use by Highlands County, and the right to copyright and/or use, reuse and/or publish, republish photographic pictures, digital images, videotapes or recordings. Applicant affirms that applicant it is the legal owner of any artwork, logo or trademark used by Applicant and acknowledges that Highlands County is relying on this representation and to the extent there is any claim by any third party against Highlands County or its representatives, Applicant will indemnify and hold Highlands County and its representatives harmless as to any such claim or damages arising from such claim. Applicant is required to grant Highlands County permission for the photographs, digital images, videos, or recordings to be used in their entirety and/or edited versions as deemed necessary by Highlands County. Applicant accepts and understands those items will become the property of Highlands County and all rights to inspect or approve those items as well as any royalties or other such compensation are waived. Applicant further grants Highlands County permission to use the photographs, digital images, videotapes or recordings to be used by Highlands County at any time in the future without provision of notice being provided and that Highlands County's use may include use for trade, commercial and advertising purposes, to promote the product or service of Highlands County, and to simply report happenings in Highlands County, and may include the use of items on Highlands County websites. Applicant shall inform its invitees aware of Highlands County's intentions and rights as described in this paragraph and obtain executed Release and Waivers from Applicant's invitees as a requirement to participate in the Event.

SPECIAL EVENT FUNDING REQUEST LEVELS

There is a maximum funding level of $10,000. The guaranteed number of room nights stated by the Applicant does not guarantee the level of funding at which the Event may be approved. The final funding recommendation will be based on the TDC's sole and absolute discretion. The TDC has the right to place the application at a lower funding level with providing justification for its decision. All requests will be submitted as a recommendation by the TDC to the Highlands County Board of County Commissioners which makes the final decision.

Exceptions for Extraordinary Circumstances

While it is not possible to legislate for the unknown, it is possible to identify and anticipate the potential for exceptional circumstances. The TDC may recommend increasing funding in extraordinary circumstances. These extraordinary circumstances will be reviewed on a case-by-case basis for consideration and recommendation to the Highlands County Board of County Commissioners for final approval.

The TDC will only reimburse for actual, verified room nights only. For example:

If the TDC approved a grant for $10,000 for an event that guaranteed 500 room nights and the event actually only generated 300 total room nights, the TDC would determine the total percentage of what was produced based upon what was guaranteed by taking 300/500= 60%. The maximum total amount awarded in this case based upon the % formula would be 60% of $10,000 which equals $6,000.

ELIGIBLE USE OF FUNDS

The list below is how Tourist Development Funds may be used to promote tourism for Highlands County.

1. Out-of-County Advertising Expenses

Advertising and publicity outside of Highlands County to increase participation, attendance and awareness of the Event and generate hotel room nights. The Visit Sebring logo must appear in or with the ad, which must be pre-approved by TDC staff. Advertising examples include:

- Digital Online Advertising: geofencing, social media, retargeting, SEO/SEM, display ads, targeted email campaigns, digital content creation via online storytelling, etc.
- Print: advertising, direct mail, flyers/posters, etc.
- Radio & TV Advertisements placed outside Highlands County
- Public Relations/Media Events
- Targeted Audience Outreach, such as trade show booth rental

2. Promotional Items

Must be tied to a direct "experience" with the event (i.e. themed reception, activity, etc.) and the Visit Sebring logo must be included on the promotional item, and the item with logo must be pre-approved by TDC staff before they qualify for reimbursement. Please consult TDC staff regarding any direct experience ideas. Promotional items will only be funded with a robust marketing plan as generating attendance is the TDC's priority.

3. Event Fees

- A/V equipment rental, MOT fees, in-county group transportation/tours, entertainment (for events open to public; an event that is not for conference attendees only)
- Facility fees - for Events that take place at Highlands County facilities.

- Necessary event-related operational expenses, as approved per Florida State Statute 125.0104 and indicated in the final motion to approve funding.
- Event fees will only be funded with a robust marketing plan as generating attendance is the TDC's priority.

4. Trophies, Plaques, and Non-Monetary Awards

Items must include Visit Sebring's logo in the design, and be pre-approved by the TDC staff before they qualify for reimbursement. Items will only be funded with a robust marketing plan as generating attendance.

5. Field/Facility Related Expenses

Must be outlined in grant application and will be approved at the discretion of the TDC.

INELIGIBLE USES OF FUNDS:

1. Prize money, scholarships, monetary awards
2. Any and all travel expenses (includes, but is not limited to, mileage reimbursement, car rental fees, airline tickets, hotel/accommodations, food, luggage fees, etc.)
3. Private entertainment, food, beverages, or any type of concession
4. Annual operating expenditures not directly related to the Event/Project
5. Legal, medical, security, engineering, accounting, auditing, planning, feasibility studies or other consulting services
6. Employee salaries
7. Real property or capital improvements to facilities
8. Tangible personal property including but not limited to office furnishings or equipment
9. Interest or reduction of deficits and loans or sales tax
10. Expenses incurred or obligated prior to or after the grant Event period
11. Advertising/promotional materials distributed in Highlands County, during or after the Event
12. Receptions or social functions other than those specifically designed for pre-event promotional purposes
13. Website design
14. Ongoing or annual facility maintenance
15. Any use not authorized as determined by the Florida State Statute 125.0104

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-23-621SS, for an approximate 38.73-acre parcel, from Agriculture (AG) to Medium Density Residential (RM).**

STATEMENT OF ISSUE

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). The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for a future mobile home community.

There is a companion request for a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2), P&Z 2133.

The Planning and Zoning Commission recommended approval of CPA-23-621SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance 22-23-32, CPA-23-621SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 38.73 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-621SS 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-23-621SS for BCC Keiber & Macbeth.pdf
Application CPA-23-621SS Keiber & Macbeth.pdf
Ordinance CPA-23-621SS Keiber & Macbeth.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 9/19/2023
Case Number: CPA-23-621SS	**Case Name:** Desoto Square Mobile Home Community
Agents: Jeff Kennedy & Dana Riddell	**Property Owners:** Meredith Keiber, J. Ross Macbeth, & Joseph A. Macbeth
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Change the Future Land Use Map (FLUM) for an approximate 38.73-acre parcel, from Agriculture (AG) to Medium Density Residential (RM)

General Location: An approximate 38.73-acre parcel located on the northeast corner of the intersection of Desoto City Road and Desoto Road, approximately 0.26 miles south of Peters Road, 0.54 miles north of Mike Kahn Road, 1.02 miles east of Sebring Parkway, and 1.14 miles northeast of US 27; the address being 3050 Desoto City Road, Sebring

PARCEL ID: C-34-34-29-020-0490-0000

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 22-23-32, CPA-23-621SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 38.73 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-621SS 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-23-621SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 38.73 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-621SS 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 August 8, 2023, DRAFT P&Z Minutes, and Recommendation to the BCC: "<u>A. HEARING NUMBER CPA-23-621SS – MEREDITH A. KEIBER, J. ROSS MACBETH, AND JOSEPH A. MACBETH, C/O JEFF KENNEDY AND DANA RIDDELL</u>** An approximate 38.73-acre parcel located on the northeast corner of the intersection of Desoto City Road and Desoto Road, approximately 0.26 miles south of Peters Road, 0.54 miles north of Mike Kahn Road, 1.02 miles east of Sebring Parkway, and 1.14 miles northeast of US 27; the address being 3050 Desoto City Road, Sebring; and legally described as follows: Farms 49, 50, 51, and 52, Section 34, Township 34 South, Range 29 East, Lake View Park Tract, according to the Plat thereof recorded in Plat Book 3, Page 11 of the Public Records of Desoto County, Florida (of which Highlands County was formerly a part) and Transcript Book, Page 106A, 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). Mr. Roberts 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. Discussion ensued between board members and staff regarding the total number of lots inside existing mobile home parks spread throughout the County.

   Motion by Mr. Boring and seconded by Mr. Ingler to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-621SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 38.73 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-621SS 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."**

<u>Supplemental Material/Issue Analysis Report:</u>

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of an approximate 38.73-acre parcel, from AG to RM.

   The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for a future mobile home community.

   There is a companion request for a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2), P&Z 2133.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Grove	AG	AU
Adjacent Property to the North	Grove (Recently approved future land use amendment and zoning change for potential Mobile Home Park)	RM	M-2
Adjacent Property to the South	Single-Family Residences (SFRs)	Low Density Residential (RL) & AG	AU
Adjacent Property to the East	Cropland	AG	AU
Adjacent Property to the West	SFRs	RM	Residential District (R-1)

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.3, Medium Density Residential (RM).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.222: Mobile Home Parks District (M-2).

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

Future Land Use Element

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

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

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

B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing

and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County.

Infrastructure Element

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

Policy 6.5, Mandatory Connection to Central Water System:

A. Except for lots greater than one gross acre, require connection to the central water system for all new development within one-quarter mile of an existing water line.

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

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

a. Connect to an existing system.

Department Comments and Analysis of Petitioner's Proposal:

1. **The Departments, Divisions, and Agencies listed below provided comments as follows:**

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

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

Florida Department of Health: No objection.

2. **The following Departments, Divisions, and Agencies offered no comment:** Highlands County Fire Rescue and Sebring Regional Airport.

3. **The following Departments, Divisions, and Agencies did not respond:** Natural Resources Division, City of Sebring, Florida Department of Transportation, Highlands County Emergency Management, and Highlands County Emergency Medical Services.

4. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as slightly sloping with an elevation ranging between 110 and 125 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 would currently carry a potential population yield of 15 persons; 38.73 ÷ 5 acres = 7.75 dwelling units; 7 dwelling units x 2.25 persons = 15.75 persons.
6. **Proposed FLUM Population Yield:** The proposed FLUM would allow up to 8 dwelling units per acre and carries a potential population yield of 695 persons; 38.73 acres x 8 dwelling units = 309.84 dwelling units; 309 dwelling units x 2.25 person = 695.25.
7. **The Applicant's proposed development program:** The Applicant is proposing to change the future land use and zoning to allow a mobile home park in the future.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard

Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0231C**, effective November 18, 2015.

5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Desoto City Road, classified as a Rural Minor Collector Road, and Desoto Road, classified as a local street. Driveway access and traffic circulation will be determined at the time of development.
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 Desoto City 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 10.2 miles southeast of the Avon Park Executive Airport and 3.8 miles northwest of the Sebring Regional Airport.

H. Fundamental Planning Analysis ref. Comprehensive Plan:

Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:

The site is located in an area with other residential uses. The site can be developed without adversely affecting natural resources or ecosystems. All required permits from appropriate agencies shall be obtained prior to development.

(2) Promotes the efficient and cost-effective provision or extension of public infrastructure and services:

The future development will be able to connect to existing central potable water and wastewater systems. Fire services and law enforcement are already available.

(3) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:

The property is located less than two miles from Fred Wild Elementary School, 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 area with existing water and sewer connections and medium density developments adjacent to and within the City of Sebring. The proposed amendment will promote an outward expansion of the RM Land Use category that exists primarily to the west and directly north of the property. The property is also 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.

(7) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:

Development of this site, in accordance with the RM Land Use category, would be consistent with residential development growth patterns that exist in the immediate vicinity.

(8) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:

Older subdivisions approximately a half-mile to the southeast constitute a pattern of development generally inconsistent with the Comprehensive Plan's goals and objectives to discourage urban sprawl and scattered development patterns. The proposed future land use change may be considered a sustainable effort in land use management to remediate this existing pattern of sprawl in the vicinity.

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-23-621SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 38.73 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-621SS 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:

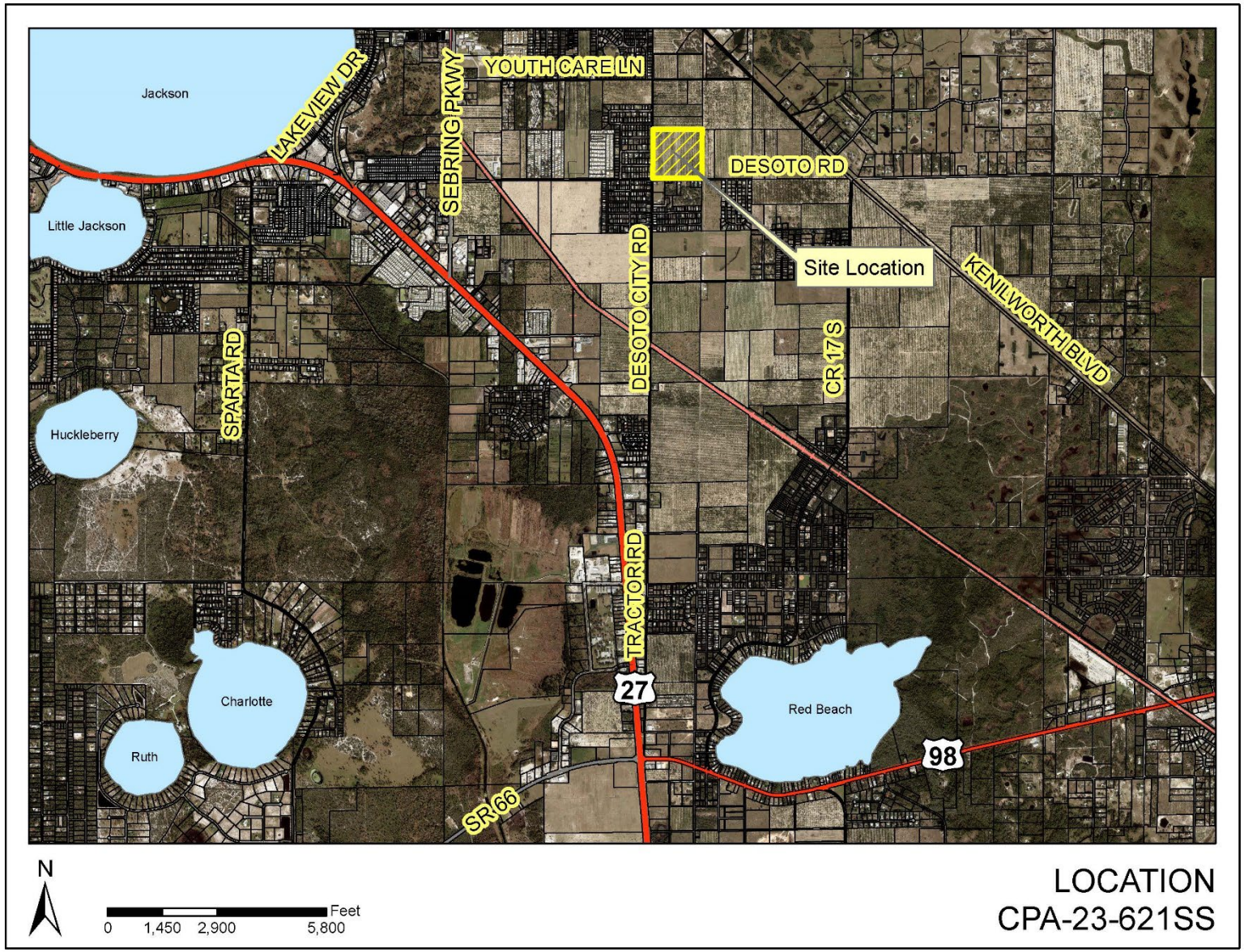

Jackson
Little Jackson
Huckleberry
Charlotte
Ruth
Red Beach
LAKEVIEW DR
SEBRING PKWY
YOUTH CARE LN
DESOTO RD
Site Location
DESOTO CITY RD
CR 17 S
KENILWORTH BLVD
SPARTA RD
TRACTOR RD
27
98
SR 66
N
0
1,450
2,900
5,800
Feet
LOCATION
CPA-23-621SS

Exhibit 2:

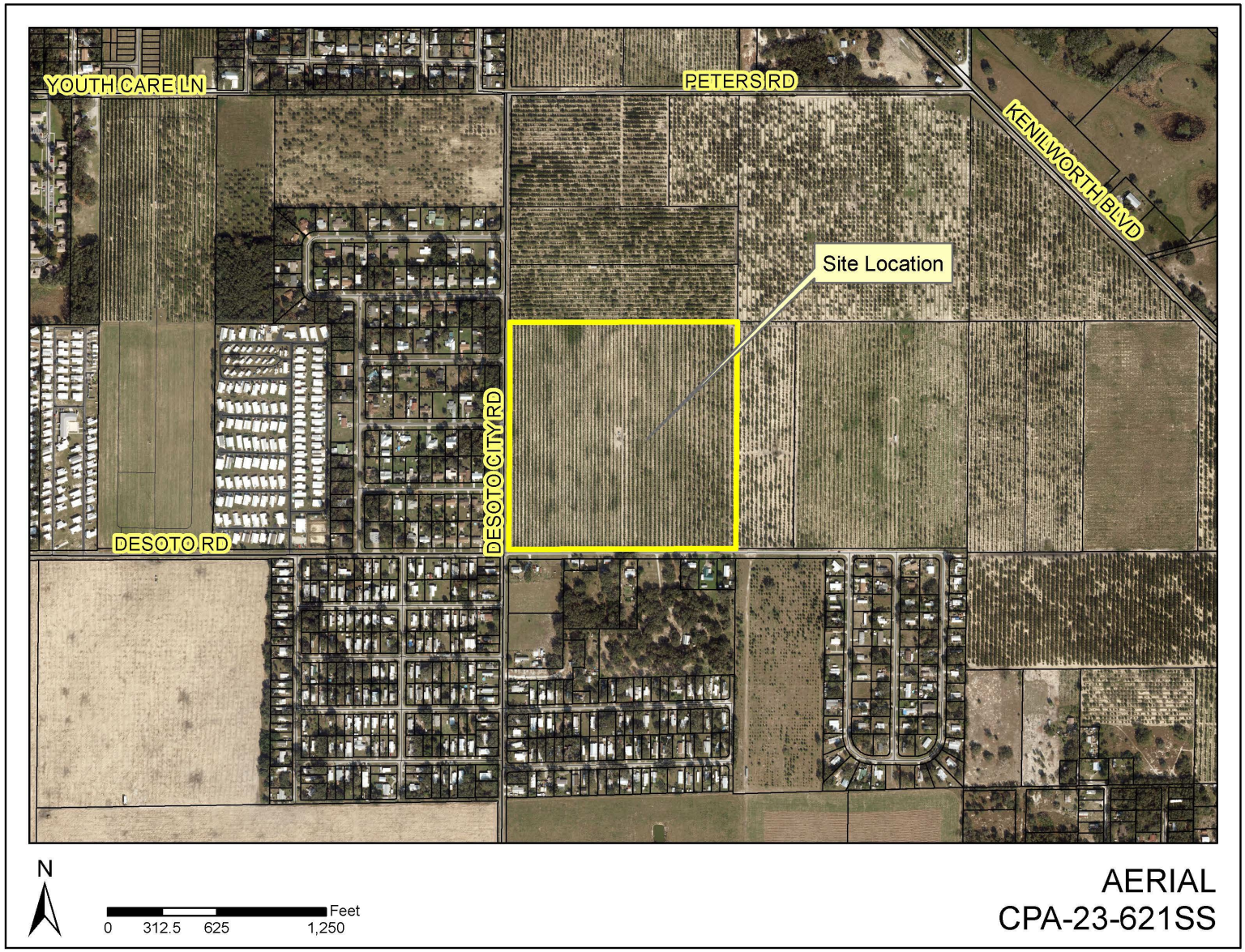

YOUTH CARE LN
PETERS RD
KENILWORTH BLVD
Site Location
DESOTO CITY RD
DESOTO RD
N
0
312.5
625
1,250
Feet
AERIAL
CPA-23-621SS

Exhibit 3:

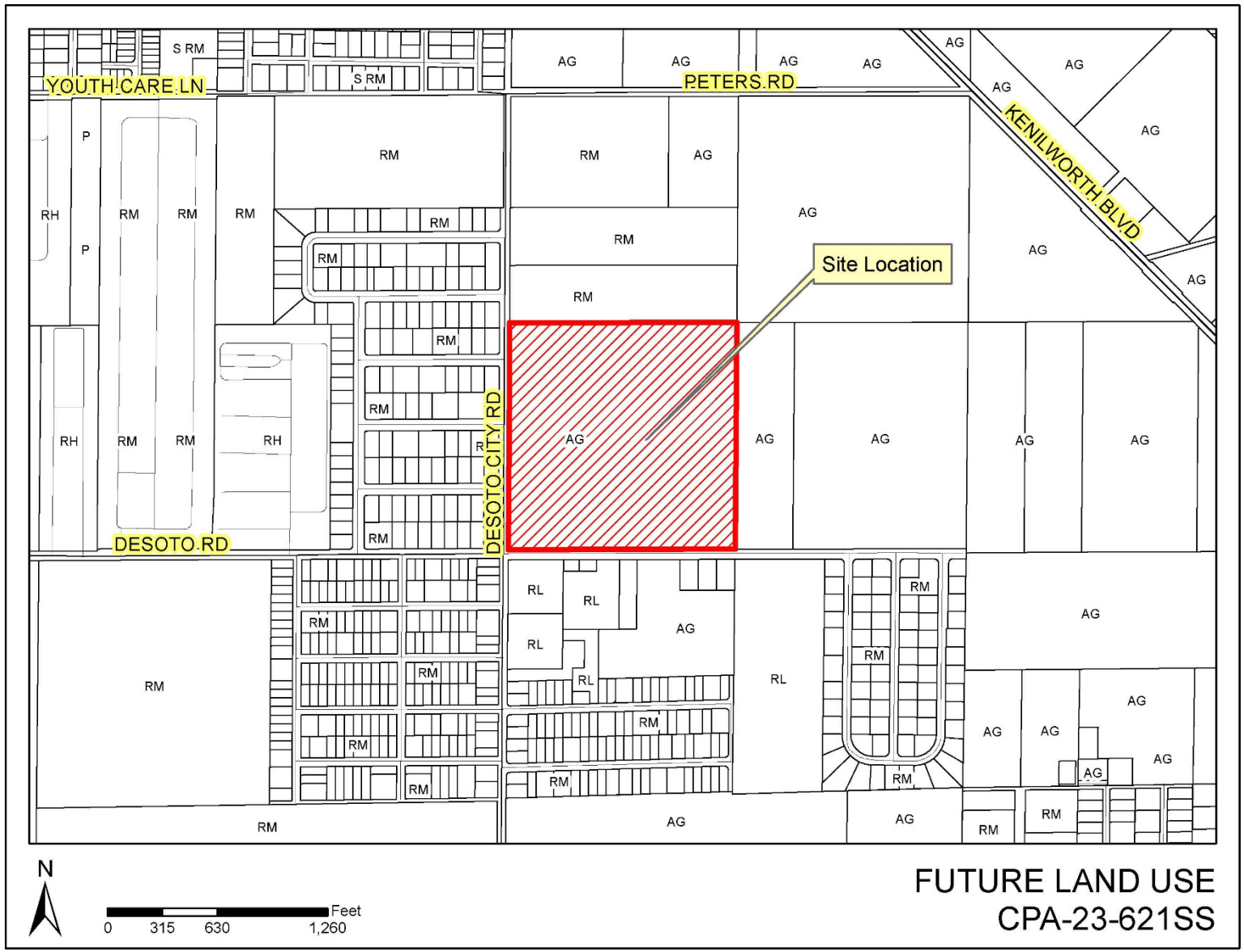
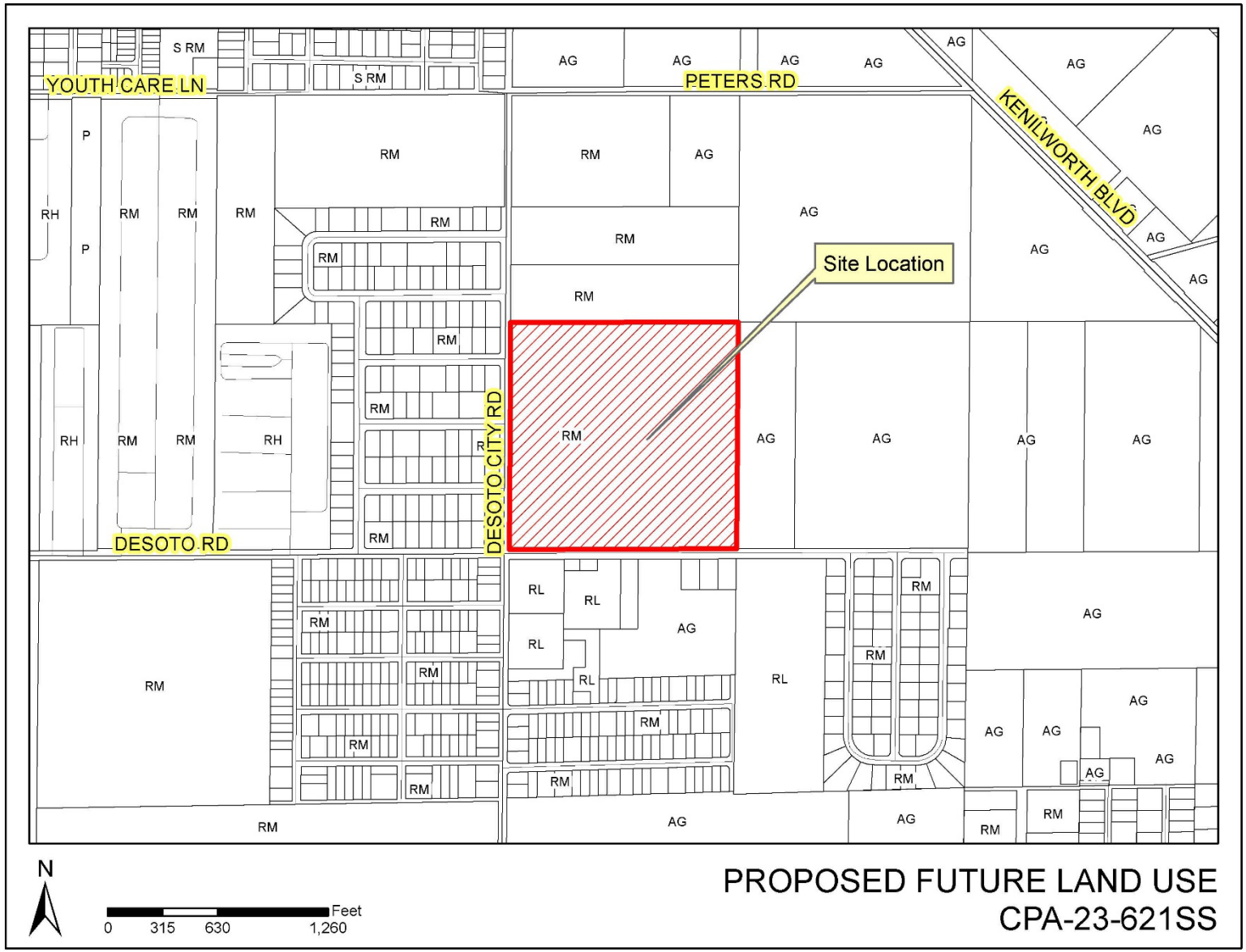

YOUTH CARE LN
PETERS RD
KENILWORTH BLVD
DESOTO RD
DESOTO CITY RD
Site Location
S RM
RM
AG
RH
P
RL
N
0
315
630
1,260
Feet
FUTURE LAND USE
CPA-23-621SS

Exhibit 4:


YOUTH CARE LN
PETERS RD
KENILWORTH BLVD
DESOTO RD
DESOTO CITY RD
Site Location
S RM
RM
AG
P
RH
RL
N
0
315
630
1,260
Feet
PROPOSED FUTURE LAND USE
CPA-23-621SS

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: Project No. 23060023 Rcpt No. 46000000425

Case Number: CPA-23-621 (SS/LS) **Date of Application:** 06/21/2023

Amount of Fee: $1,500.00 **Tax Map No.:** 90-D

Hearing Dates: P&Z 09/08/2023 BOCC 09/19/2023

.....

This application has been reviewed for completeness and determined sufficient.

Melony Gallagher
Signed: Planning and Zoning Manager

6/28/2023
Date

.....

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-34-34-29-020-0490-0000 **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): MEREDITH A. KEIBER, J. ROSS MACBETH, JOSEPH A. MACBETH

   Mailing Address: P.O. BOX 7011, SEBRING, FL 33872-0101

   Daytime Telephone No. (863) 385-7600 **E-Mail Address:** ROSS@MACBETHLAW.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: JEFF KENNEDY / DANA RIDDELL

   Mailing Address: 7045 COUNTY ROAD 17 S., SEBRING, FL 33876

   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-1 ZONING TO NORTH; AND RM LAND USE & R-1 ZONING TO WEST

4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.

   a. Goal(s) FLU ELEMENT
   b. Objective(s) OBJECTIVE 1 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.
   PLEASE SEE ATTACHED DEED

6. **Street Address(es) of Property Covered by the Application**:
   3050 DESOTO CITY ROAD, SEBRING, FL 33870

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable**: DESOTO SQUARE MOBILE HOME COMMUNITY

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)
IRRIGATION PUMP HOUSE

If multiple units, the number of dwellings per building: _____

11. **Existing Property Information:** Size of Property (width) 1,299 feet, (depth) 1,299 feet, road frontage 2,598 feet, water frontage 0 feet, **Total acres:** 38.73 +/-

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	GROVES / ORCHARD	RM	M-1
South	SFR/Misc./Mobile Home	RL/AG	AU
East	Cropland Soil Cap 3	AG	AU
West	SFR/Vacant	RM	R-1

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** 222 D.U.

16. **Residential Density:** The proposed density is 5.73 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 SEWER system. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

I. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

END OF APPLICATION

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

5. Notarized authorization for agent to submit petition, as applicable (Form B)
6. Public Utility Information Request Sample Letter
7. Public School Information Request Sample Letter
8. Application Due Dates
9. Fee Schedule

PRELIMINARY CONCURRENCY EVALUATION

ENGINEERING INFORMATION ON THIS PAGE IS TO BE SECURED BY THE APPLICANT.

Traffic Levels of Service: Roadway Level of Service Standards are established by TE Policy 8.2. THE APPLICANT IS RESPONSIBLE FOR SECURING FROM THE COUNTY ENGINEER OR DESIGNEE A DETERMINATION AS TO WHETHER A COMPREHENSIVE PLAN TRAFFIC STUDY IS REQUIRED FOR THIS AMENDMENT. If a Land Development Traffic Assessment (LDTA) or Comprehensive Plan Amendment Impact Study (TIS) is not required, this application is to be endorsed confirming clearance: (to be circled by Reviewer)

A. Small Project: No Traffic Impact Study Required.

B. Minor Land Development Traffic Assessment or Comprehensive Plan Amendment Traffic Impact Study: A development which generates 150 but less than or equal to 1,000 average daily trips.

   1. Required with this application.

   2. Required at the time of development

C. Major Land Development Traffic Assessment or a Comprehensive Plan Amendment Traffic Impact Study: A development which generates more than 1,000 average daily trips.

   1. Required with this application

   2. Required at the time of development

D. TRAFFIC STUDY REQUIRED AT THE TIME OF DEVELOPMENT

James D Langford Jr. Digitally signed by James D Langford Jr. Date: 2023.06.19 15:53:03 -04'00'

Reviewer's Signature Date

County Engineer's Signature Date

6.00
1220.10
1225.10
BOOK (1)

** OFFICIAL RECORDS **
BK 1634 PG 810

DEED DOC STAMPS $1,220.10 D.C.

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
J. Ross Macbeth, Esq.
2543 U.S. 27 South
Sebring, Florida 33870-2135
(863) 385-7600

RETURN TO

WARRANTY DEED

THIS INDENTURE, made this 18 day of October, 2002, between ROBERT C. DEAN, whose mailing address is 602 N. Peninsula Avenue, New Smyrna Beach, Florida 32169, Grantor, and MEREDITH A. MACBETH, ELIZABETH V. MACBETH, and JOSEPH A. MACBETH, whose mailing address is 2543 U.S. 27 South, Sebring, Highlands County, Florida 33870, Grantees.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, to him in hand paid by the Grantees, the receipt whereof is acknowledged, has granted, bargained and sold to the said Grantees, as tenants-in-common, their heirs and assigns forever, the following described land, situate, lying, and being in the County of Highlands, State of Florida, to wit:

> Farms 49, 50, 51, and 52, Section 34, Township 34 South, Range 29 East, LAKE VIEW PARK TRACT, according to the Plat thereof recorded in Plat Book 3, Page 11 of the Public Records of DeSoto County, Florida (of which Highlands County was formerly a part) and Transcript Book, Page 106A, Public Records of Highlands County, Florida.

To Have and to Hold unto the Grantees in fee simple, absolute, forever, together with all improvements thereon, and subject only to the following exceptions:

1. Reservations, restrictions, easements and assessments of record, if any, to the extent same are valid and enforceable.
2. Taxes for the year 2002 and subsequent years.
3. Subject to the Highlands County Solid Waste Collection, Disposal and Assessment Ordinance, Chapter 8.5 of the Code of Ordinances, Highlands County, Florida for 2002 and subsequent years.

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR NOR OF ANY MEMBER OF GRANTOR'S FAMILY NOR ADJACENT TO THE HOMESTEAD PROPERTY OF GRANTOR OR ANY MEMBER OF GRANTOR'S FAMILY PURSUANT TO FLORIDA LAW.

PROPERTY APPRAISER'S IDENTIFICATION NO.: C343429-02004900000

And the Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered
In Our Presence:

Print Name: Gary Wilson

Suzanne K. Tebbetts

Print Name: Suzanne K. Tebbetts

ROBERT C. DEAN

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18 day of October, 2002, by ROBERT C. DEAN, who is personally known to me ☐ or who has produced N/A as identification ☐ and who did not take an oath.

OFFICIAL NOTARY SEAL
GARY L WILSON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC846859
MY COMMISSION EXP. JUNE 16,2003

Print Name: Gary L. Wilson
Notary Public, State of Florida
My Commission Expires:

C:\Files\Law\Macbeth and Etc\Macbeth R Children\DC 38\Deed Warranty.wpd

FILE # 1164712 RCD: Oct 25 2002 @ 10:18AM
L. E. "Luke" Brooker, Clerk, Highlands County

OFFICIAL RECORDS FILE# 1599308 BK 2257 PG 1612 RCD: 10/14/2010 04:43:40 PM
D.C. CNORKA REC. FEE $10.00 DEED DOC STAMPS $1817.90 ROBERT W. GERMAINE
CLERK OF COURTS HIGHLANDS CO.

Rec 10.00
D/S 1817.90

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
J. Ross Macbeth, Esq.
2543 U.S. 27 South
Sebring, Florida 33870-2135
(863) 385-7600

WARRANTY DEED

THIS INDENTURE, made this 14th day of October, 2010, between ELIZABETH V. LENIHAN f/k/a ELIZABETH V. MACBETH, a married woman, whose mailing address is 3660 Lakeview Drive, Sebring, FL 33870, Grantor, and J. ROSS MACBETH, whose mailing address is P.O. Box 7011, Sebring, FL 33872-0101, Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, to her in hand paid by the Grantee, the receipt whereof is acknowledged, has granted, bargained and sold to the said Grantee, his heirs and assigns forever, all of her undivided 1/3 interest as tenants in common, the following described land, situate, lying, and being in the County of Highlands, State of Florida, to wit:

> Farms 49, 50, 51, and 52, Section 34, Township 34 South, Range 29 East, LAKE VIEW PARK TRACT, according to the Plat thereof recorded in Plat Book 3, Page 11 of the Public Records of DeSoto County, Florida (of which Highlands County was formerly a part) and Transcript Book, Page 106A, Public Records of Highlands County, Florida.

To Have and to Hold unto the Grantee in fee simple, absolute, forever, together with all improvements thereon, and subject only to the following exceptions:

1. Reservations, restrictions, easements and assessments of record, if any, to the extent same are valid and enforceable.
2. Taxes for the year 2010 and subsequent years.
3. Subject to the Highlands County Solid Waste Collection, Disposal and Assessment Ordinance, Chapter 8.5 of the Code of Ordinances, Highlands County, Florida for 2010 and subsequent years.

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR NOR OF ANY MEMBER OF GRANTOR'S FAMILY NOR ADJACENT TO THE HOMESTEAD PROPERTY OF GRANTOR OR ANY MEMBER OF GRANTOR'S FAMILY PURSUANT TO FLORIDA LAW.

PROPERTY APPRAISER'S IDENTIFICATION NO.: C343429-02004900000

And the Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered
In Our Presence:

Carolyn A. Durbin
Print Name: Carolyn A. Durbin

Paula A DeFord
Print Name: Paula A. DeFord

Elizabeth V. Lenihan
ELIZABETH V. LENIHAN

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 14th day of October, 2010, by ELIZABETH V. LENIHAN f/k/a ELIZABETH V. MACBETH, who is personally known to me X or who has produced _____ as identification ☐ and who did not take an oath.

Paula A. DeFord
Paula A. DeFord, Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Paula A. DeFord
Commission # DD771598
Expires. MAR. 23, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

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

June 12, 2023

Jeff Kennedy
7045 County Road 17 South
Sebring, FL 33876

School Year of Analysis: **2022/2023**

Proposed Development:
Applicant: Jeff Kennedy
Location (map attached): 3050 DeSoto City Road, Sebring, FL
C-34-34-29-020-0490-0000

School Attendance Zones:
Elementary: **Fred Wild Elementary**
Middle: **Sebring Middle**
High: **Sebring High**

Maximum Proposed Dwelling Units: ___Single Family ___222___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 (+/-)
Fred Wild Elementary	268.36	0	268.36	19.10	249.26
Sebring Middle	124.21	0	124.21	9.11	115.10
Sebring High	527.98	0	527.98	10.88	517.10

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

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

OWNER'S AFFIDAVIT

I, J. ROSS MACBETH, 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.

No contact is required. X
An appointment is required before entering the property. _____
Please initial the appropriate line.

J. ROSS MACBETH
Print Name of Owner

Signature of Owner

2543 US Highway 27 South
Address: Number and Street (P.O. Box)

Sebring, FL 33870
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was sworn to before me by means of ☒ physical presence or ☐ online notarization, this 20th day of June, 2023, by J. Ross MacBeth who is personally known by me ☒ or who has produced _____, as identification and who did take an oath.

KAREN L. GRIFFIN
MY COMMISSION # HH 068586
EXPIRES: December 19, 2024
Bonded Thru Notary Public Underwriters

Signature

Print Name

Notary Public, State of Florida

My Commission Expires: _____

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.

J. ROSS MACBETH
Print Name of Owner

Signature of Owner

2543 US Highway 27 South
Address: Number and Street (P.O. Box)

Sebring, FL 33870
City and State (Zip Code)

STATE OF FLORIDA, HIGHLANDS COUNTY

The foregoing instrument was sworn to before me by means of ☒ physical presence or ☐ online notarization this 20th day of June, 2023 by J. Ross MacBeth who is personally known by me ☒ or who has produced _____ as identification and who did take an oath.

KAREN L. GRIFFIN
MY COMMISSION # HH 068586
EXPIRES: December 19, 2024
Bonded Thru Notary Public Underwriters

Signature

Print Name

Notary Public, State of Florida

My Commission Expires: _____

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 ROAD 17 S., SEBRING, FL 33876
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 21st day of June 2023 by Jeffrey Kennedy who is personally known by me or who has produced _____, as identification and who did take an oath:

Karla Kay Holmes
Signature

Karla Kay Holmes
Print Name

KARLA KAY HOLMES
Commission # HH 355161
Expires May 27, 2027

Notary Public, State of Florida

My Commission Expires: 05/27/2027

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 DANA RIDDELL to be the applicant for this FUTURE LAND USE CHANGE.

J. ROSS MACBETH
Print Name of Owner

Signature of Owner

2543 US Highway 27 South
Address: Number and Street (P.O. Box)

Sebring, FL 33870
City and State (Zip Code)

STATE OF FLORIDA, HIGHLANDS COUNTY

The foregoing instrument was sworn to before me by means of ☒ physical presence or ☐ online notarization, this 20th day of June, 2023, by J. Ross MacBeth who is personally known by me ☒ or who has produced _____, as identification and who did take an oath.

KAREN L. GRIFFIN
MY COMMISSION # HH 068586
EXPIRES: December 19, 2024
Bonded Thru Notary Public Underwriters

Signature

Print Name

Notary Public, State of Florida
My Commission Expires: _____

AGENT'S AFFIDAVIT

I, Dana Biddell, 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 Council does not supersede those requirements.

Dana Biddell — Dana Biddell

Print Name of Agent — Signature of Agent

2224 N. Archer Rd., Avon Park 33825

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 19th day of June, 23, by Dana Biddell who is personally known by me or has produced DL as identification and who did (did not) take an oath:

Document

Candice Luke

Signature

Candice Luke, Notary Public

Print Name

State of Florida
My Commission Expires: 9-28-2025

Notary Public State of Florida
Candice Nicole Luke
My Commission
HH 180031
Exp. 9/28/2025

ORDINANCE NO. 22-23-32

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-34-34-29-020-0490-0000; 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-34-34-29-020-0490-0000 (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 August 8, 2023, to review the small-scale amendment to the Property, identified by CPA-23-621SS, 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-23-621SS 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-23-621SS, 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-23-621SS, 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-23-621SS; 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-23-621SS, 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-23-621SS 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-34-34-29-020-0490-0000 consisting of approximately 38.73 acres and more particularly described as:

> Farms 49, 50, 51, and 52, Section 34, Township 34 South, Range 29 East, Lake View Park Tract, according to the Plat thereof recorded in Plat Book 3, Page 11 of the Public Records of Desoto County, Florida (of which Highlands County was formerly a part) and Transcript Book, Page 106A, 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-23-621SS, 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 19th day of September 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: September 19, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2133, changing the Official Zoning Atlas for an approximate 38.73-acre parcel, from Agricultural District (AU) to Mobile Home Parks District (M-2).**

STATEMENT OF ISSUE

The Applicant is requesting a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2). The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for a future mobile home community.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Medium Density Residential (RM), CPA-23-621SS.

The Planning and Zoning Commission recommended approval of P&Z 2133 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 22-23-178, P&Z 2133, changing the Official Zoning Atlas for an approximate 38.73 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 2133 for BCC Keiber & Macbeth.pdf
Application P&Z 2133 Keiber & Macbeth.pdf
Resolution P&Z 2133 Keiber & Macbeth.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 9/19/2023
Case Number: P&Z 2133	**Case Name:** Desoto Square Mobile Home Community
Agents: Jeff Kennedy & Dana Riddell	**Property Owners:** Meredith Keiber, J. Ross Macbeth, & Joseph A. Macbeth
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Rezone an approximate 38.73-acre parcel, from Agricultural District (AU) to Mobile Home Parks District (M-2)

General Location: An approximate 38.73-acre parcel located on the northeast corner of the intersection of Desoto City Road and Desoto Road, approximately 0.26 miles south of Peters Road, 0.54 miles north of Mike Kahn Road, 1.02 miles east of Sebring Parkway, and 1.14 miles northeast of US 27; the address being 3050 Desoto City Road, Sebring

PARCEL ID: C-34-34-29-020-0490-0000

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 22-23-178, P&Z 2133, changing the Official Zoning Atlas for an approximate 38.73 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 2133, changing the Official Zoning Atlas for an approximate 38.73 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 August 8, 2023, DRAFT P&Z Minutes, and Recommendation to the BCC: "B. HEARING NUMBER P&Z 2133 – MEREDITH A. KEIBER, J. ROSS MACBETH, AND JOSEPH A. MACBETH, C/O JEFF KENNEDY AND DANA RIDDELL** An approximate 38.73-acre parcel located on the northeast corner of the intersection of Desoto City Road and Desoto Road, approximately 0.26 miles south of Peters Road, 0.54 miles north of Mike Kahn Road, 1.02 miles

east of Sebring Parkway, and 1.14 miles northeast of US 27; the address being 3050 Desoto City Road, Sebring; and legally described as follows: Farms 49, 50, 51, and 52, Section 34, Township 34 South, Range 29 East, Lake View Park Tract, according to the Plat thereof recorded in Plat Book 3, Page 11 of the Public Records of Desoto County, Florida (of which Highlands County was formerly a part) and Transcript Book, Page 106A, Public Records of Highlands County, Florida.

The Applicant is requesting a zoning change from Agricultural District (AU) to Mobile Home Parks District (M-2). Mr. Roberts read the request and Mr. Garcia 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 Mr. Ingler to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2133, changing the Official Zoning Atlas for an approximate 38.73 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 38.73-acre parcel, from AU to M-2.

The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for a future mobile home community.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Medium Density Residential (RM), CPA-23-621SS.

2. Notices to Surrounding Property Owners.

On July 19, 2023, notices were mailed to 83 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

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the North	Grove (Recently approved future land use amendment and zoning change for potential Mobile Home Park)	RM	M-2
Adjacent Property to the South	Single-Family Residences (SFRs)	Low Density Residential (RL) & AG	AU
Adjacent Property to the East	Cropland	AG	AU
Adjacent Property to the West	SFRs	RM	Residential District (R-1)

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.3, Medium Density Residential (RM).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.222: Mobile Home Parks District (M-2).

Department Comments and Analysis of Petitioner's Proposal:

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

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

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

Florida Department of Health: No objection.

2. The following Departments, Divisions, and Agencies offered no comment: Highlands County Fire Rescue and Sebring Regional Airport

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

4. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as slightly sloping with an elevation ranging between 110 and 125 feet.
2. **Soils:** The soil underlying the site is "Astatula Sand, 0 to 8% slopes." The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation and contains a citrus grove.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is a citrus grove.
2. **Vested Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of AU.
4. **Proposed Zoning Designation:** The proposed zoning designation is M-2.
5. **Current Population Yield:** The current zoning allows up to 1 dwelling unit per 5 acres. The parcel would currently carry a potential population yield of 15 persons; 38.73 ÷ 5 acres = 7.75 dwelling units; 7 dwelling units x 2.25 persons = 15.75 persons.
6. **Proposed Population Yield:** The proposed zoning allows up to 8 dwelling units per acre. The proposed zoning carries a potential population yield of 695 persons; 38.73 acres x 8 dwelling units = 309.84 dwelling units; 309 dwelling units x 2.25 person = 695.25.
7. **The Applicant's proposed development program:** The Applicant is proposing to change the future land use and zoning to allow a mobile home park in the future.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0231C**, effective November 18, 2015.

5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Desoto City Road, classified as a Rural Minor Collector Road, and Desoto Road, classified as a local street. Driveway access and traffic circulation will be determined at the time of development.
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 Desoto City 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 10.2 miles southeast of the Avon Park Executive Airport and 3.8 miles northwest of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2133, changing the Official Zoning Atlas for an approximate 38.73 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:

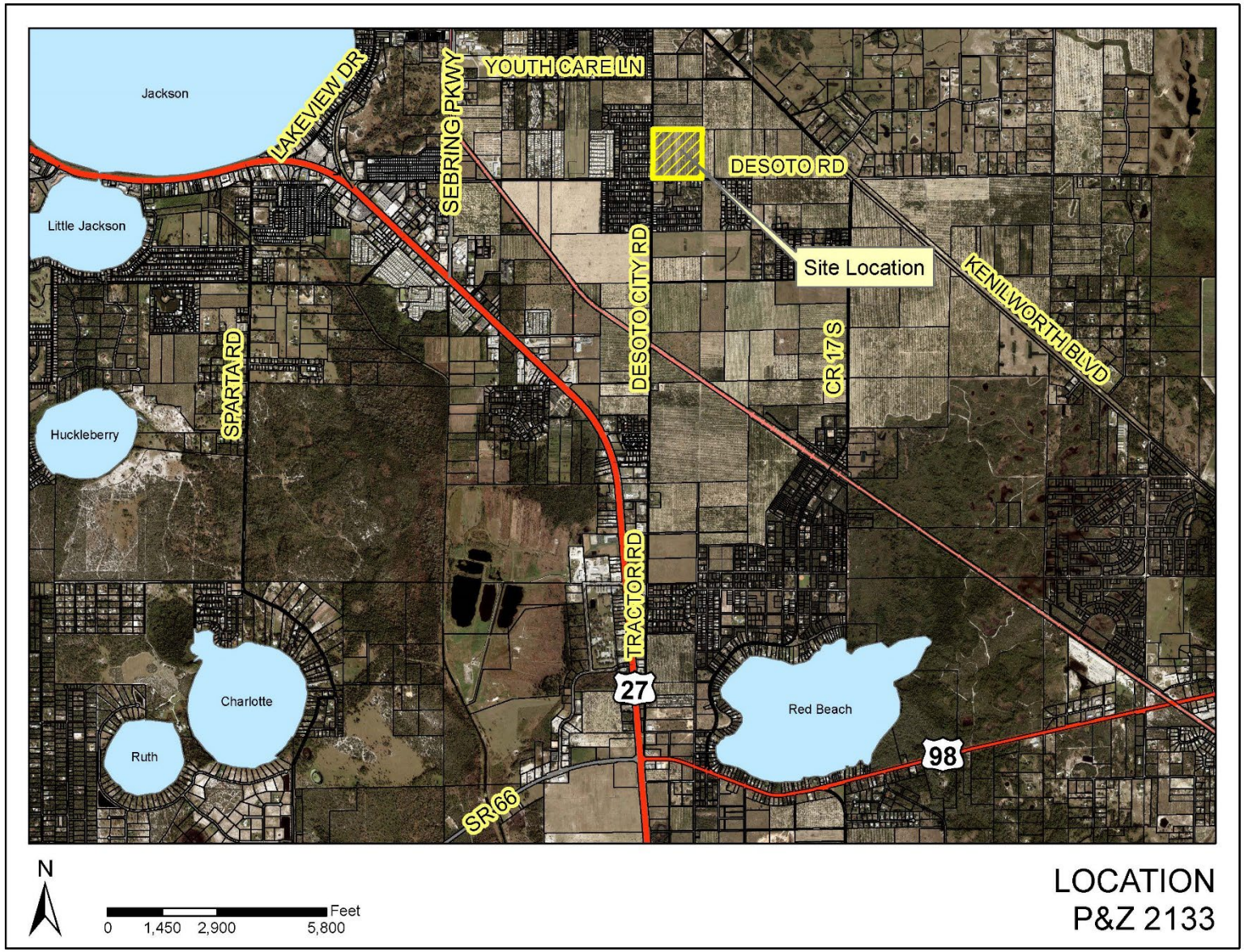

Jackson
LAKEVIEW DR
SEBRING PKWY
YOUTH CARE LN
DESOTO RD
Site Location
KENILWORTH BLVD
Little Jackson
DESOTO CITY RD
CR 17 S
SPARTA RD
Huckleberry
TRACTOR RD
27
Charlotte
Red Beach
Ruth
98
SR 66
N
0 1,450 2,900 5,800 Feet
LOCATION
P&Z 2133

Exhibit 2:

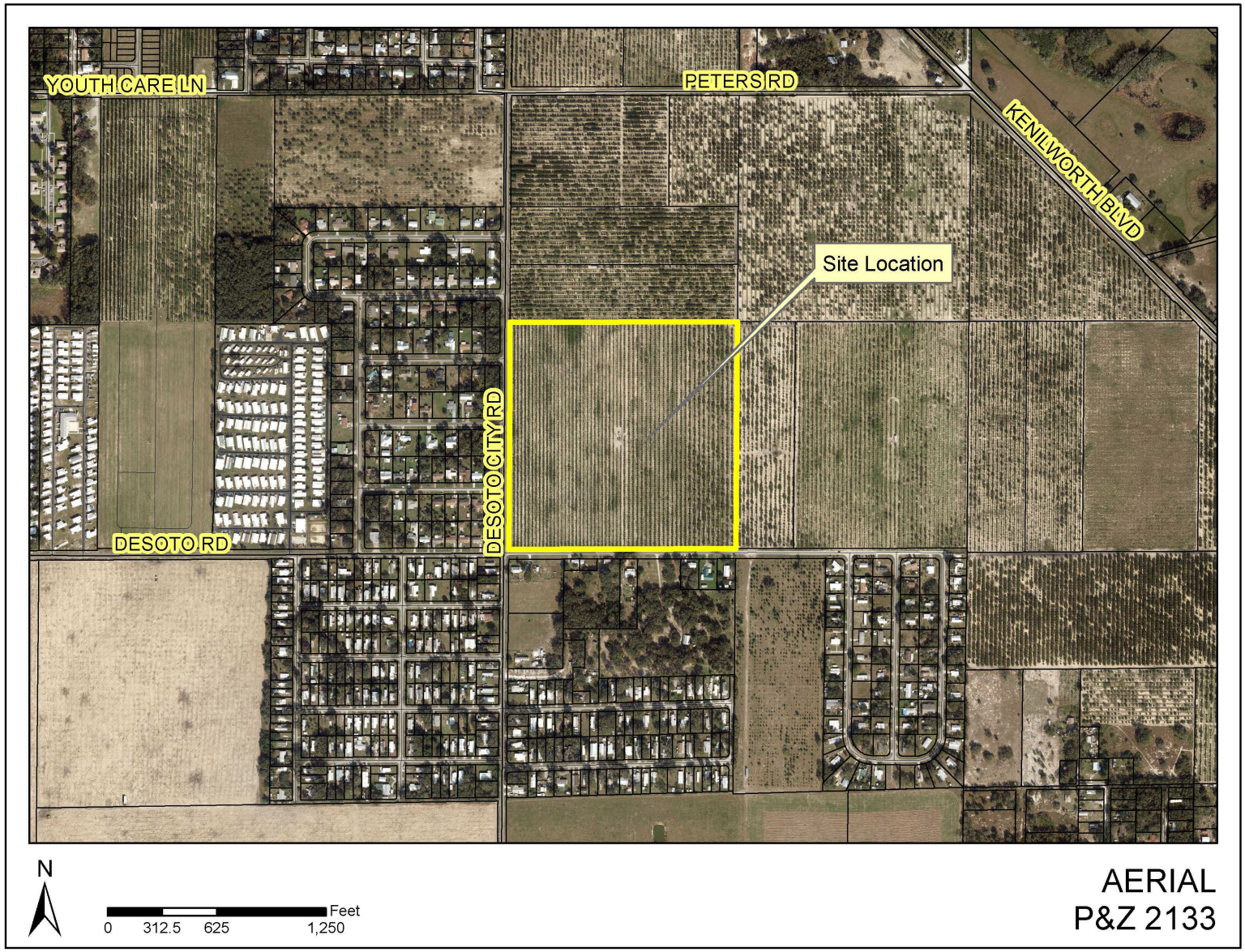

YOUTH CARE LN
PETERS RD
KENILWORTH BLVD
Site Location
DESOTO CITY RD
DESOTO RD
N
0
312.5
625
1,250
Feet
AERIAL
P&Z 2133

Exhibit 3:

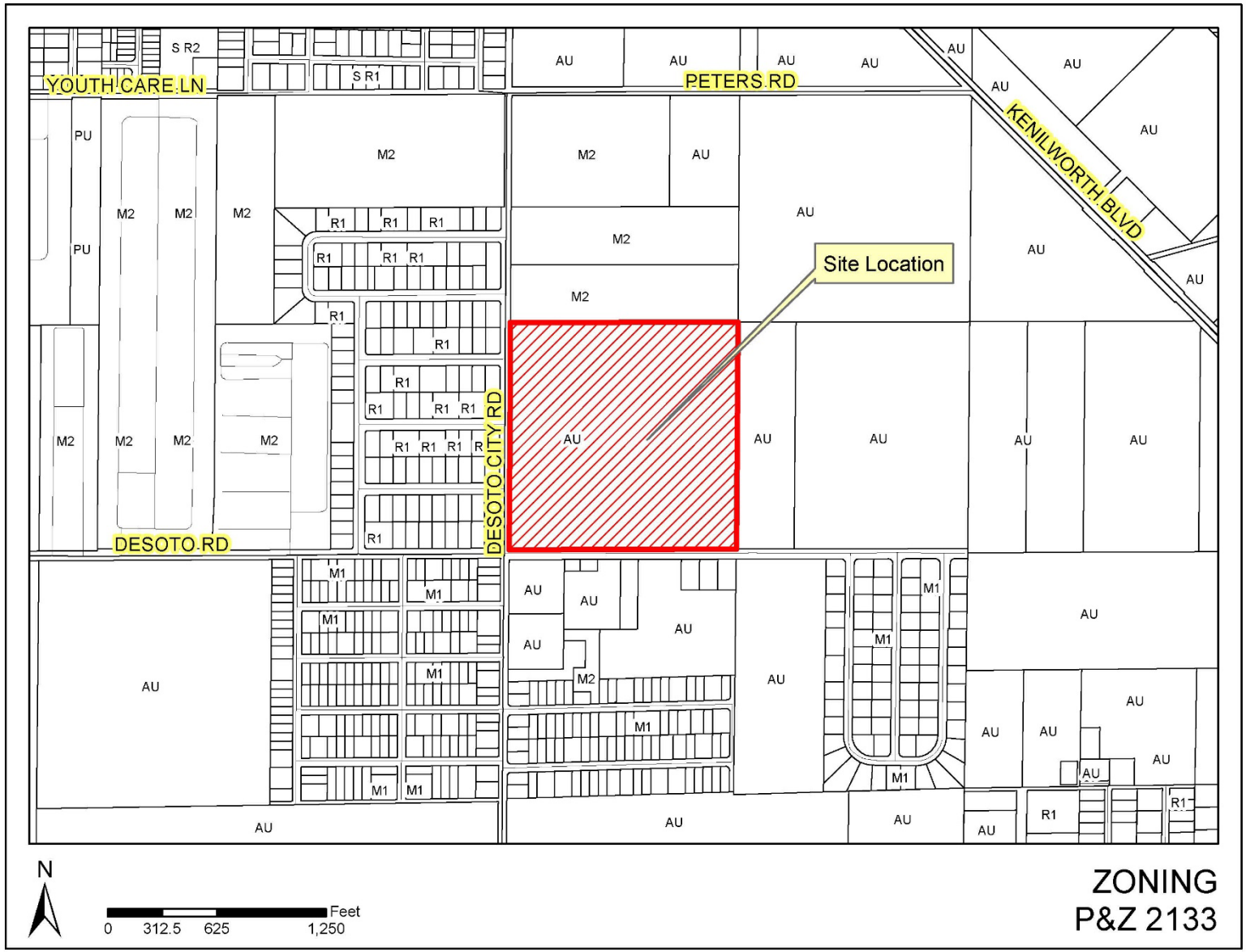
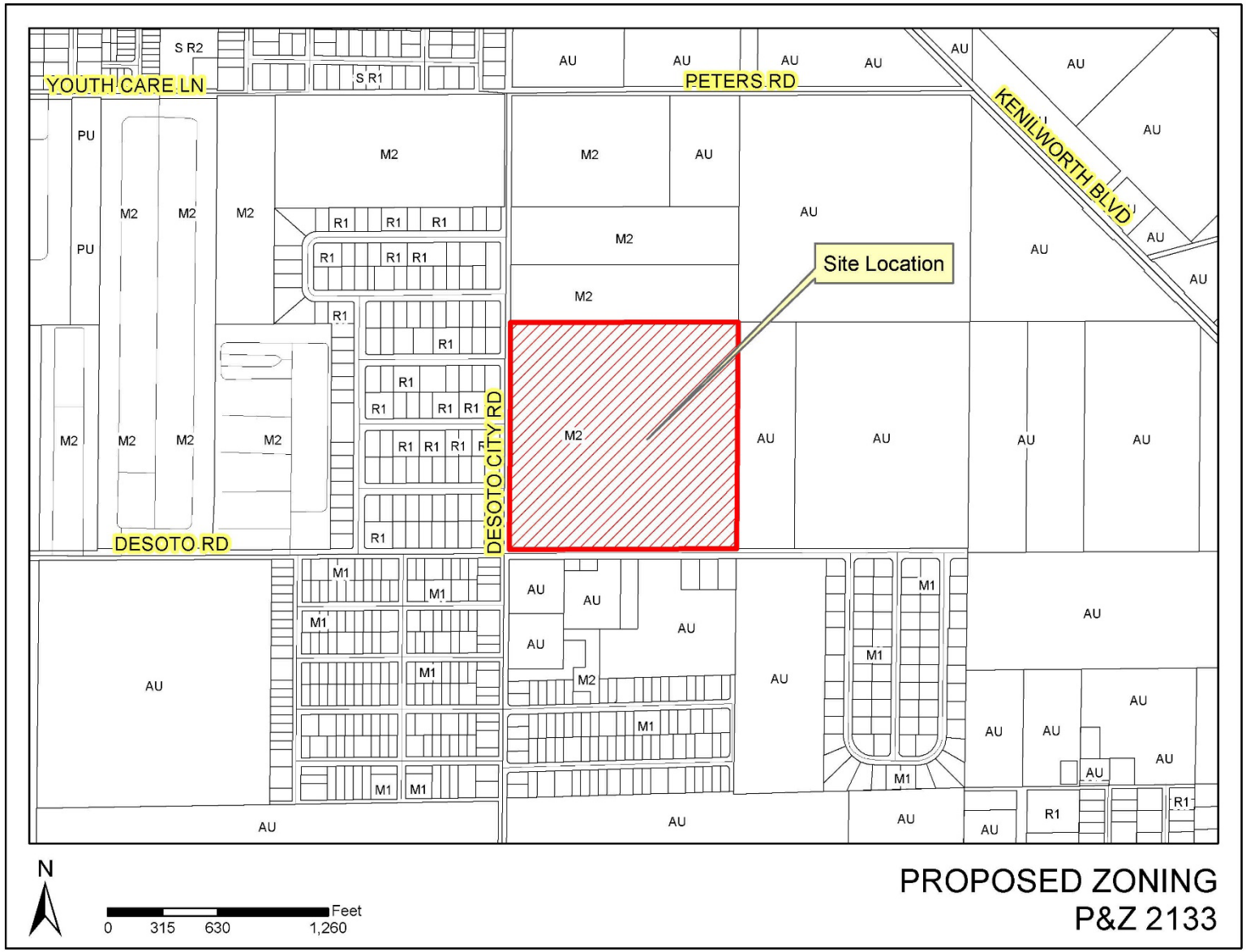

YOUTH CARE LN
PETERS RD
KENILWORTH BLVD
DESOTO RD
DESOTO CITY RD
Site Location
S R2
S R1
PU
M2
R1
M1
AU
N
0
312.5
625
1,250
Feet
ZONING
P&Z 2133

Exhibit 4:


YOUTH CARE LN
PETERS RD
KENILWORTH BLVD
DESOTO CITY RD
DESOTO RD
Site Location
S R2
S R1
PU
M2
R1
M1
AU
N
0
315
630
1,260
Feet
PROPOSED ZONING
P&Z 2133

Highlands County, Florida
Zoning Change Application

Zoning change from: AU Agricultural District

Zoning change to: M-2 Mobile Home Parks District

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

SECTION I: STAFF USE ONLY:

Project NO. 230600022

P&Z Hearing Number: 2133 **Date of Application:** 6/21/2023

Amount of Fee: $1,950.00 **Receipt No.:** 460000000425 **Tax Map No.:** 90-D

Hearing Dates: LP: _____ **P&Z:** 8/8/2023 **BCC:** 9/19/2023

****

This application has been reviewed for completeness and determined sufficient:

Rachel Berry 6/26/2023

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: Meredith Keiber (FKA Meredith A. Macbeth), J. Ross Macbeth, Joseph A. Macbeth
   Mailing Address: PO Box 7011, Sebring, FL 33872-0101
   Telephone No.: 863-385-7600 **E-Mail Address:** ross@macbethlaw.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: Jeff Kennedy & Dana Riddell
   Mailing Address: 7045 CR 17 S, Sebring, FL 33876
   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. Farms 49, 50, 51, and 52, Section 34 South, Range 29 East, LAKE VIEW PARK TRACT, according to the Plat thereof recorded in Plat Book 3, Page 11, of the Public Records of DeSoto County, Florida (of which Highlands County was formerly a part) and Transcript Book, Page 106A, Public Records of Highlands County, Florida.

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-34-34-29-020-0490-0000 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 3050 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) 1,299 feet, (depth) 1,299 feet, street frontage 2,598 feet, water frontage n/a feet, **Total acres** 38.73
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? 8' x 6' irrigation pump house equipment for existing agricultural operation

If multiple units, the number of dwellings per building/number of buildings: N/a

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	Groves/Orchards	RM	~~M-1~~ M2
South	SFR/Misc./Mobile Home	RL/AG	AU
East	Cropland Soil Cap 3	AG	AU
West	SFR/Vacant	RM	R-1

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** To allow a mobile home park on the subject property.

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):**
232 Dwelling Units

16. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) n/a square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building 48 sq. ft. divided by Parcel size 38.73 acres = FAR 0 %

****

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 14,789,600 gpcd.
b. The facility has a permitted capacity for 5,811,000 gpcd.
c. The facility has an average demand or committed capacity for 3,933,000 gpcd.
d. The facility has an excess capacity of 1,878,000 gpcd.
e. This proposed development will require approximately 38,850 gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. N/a **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ■Yes ☐No

If Yes, the wastewater treatment system requirements will be accommodated by the City of Sebring system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating 2,000,000 gpcd.
b. The facility has a permitted capacity for 2,000,000 gpcd.
c. The facility has an average demand or committed capacity for 1,248,000 gpcd.
d. The facility has an excess capacity of 752,000 gpcd.
e. This proposed development will require approximately 38,850 gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. N/a **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ■Yes ☐No _____ **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the County-Approved 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: Active & passive recreation areas, for example, dog park, community clubhouse with pool, pickleball courts, etc. Exact recreation facilities will be determined at the time of development.

    Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ■Yes ☐No

    If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZ III.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

✓ 23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

✓ 24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

✓ 25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

✓ 26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

NA 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.

NA 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, J. ROSS MACBETH, 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.

No contact is required. X
An appointment is required before entering the property. _____
Please initial the appropriate line.

J. ROSS MACBETH
Print Name of Owner

Signature of Owner

2543 US Highway 27 South
Address: Number and Street (P.O. Box)

Sebring, FL 33870
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was sworn to before me by means of ☒ physical presence or ☐ online notarization, this 20th day of June, 2023, by J. Ross MacBeth who is personally known by me ☒ or who has produced _____, as identification and who did take an oath.

KAREN L. GRIFFIN
MY COMMISSION # HH 058586
EXPIRES: December 19, 2024
Bonded Thru Notary Public Underwriters

Signature

Print Name

Notary Public, State of Florida

My Commission Expires: _____

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.

J. ROSS MACBETH
Print Name of Owner

Signature of Owner

2543 US Highway 27 South
Address: Number and Street (P.O. Box)

Sebring, FL 33870
City and State (Zip Code)

STATE OF FLORIDA, HIGHLANDS COUNTY

The foregoing instrument was sworn to before me by means of ☒ physical presence or ☐ online notarization this 20th day of June, 2023 by J. Ross MacBeth who is personally known by me ☒ or who has produced _____ as identification and who did take an oath.

KAREN L. GRIFFIN
MY COMMISSION # GG 068586
EXPIRES: December 19, 2024
Bonded Thru Notary Public Underwriters

Signature

Print Name

Notary Public, State of Florida

My Commission Expires: _____

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 DANA RIDDELL to be the applicant for this REZONING.

J. ROSS MACBETH
Print Name of Owner

Signature of Owner

2543 US Highway 27 South
Address: Number and Street (P.O. Box)

Sebring, FL 33870
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was sworn to before me by means of ☒ physical presence or ☐ online notarization, this 20th day of June, 2023, by J. Ross MacBeth who is personally known by me ☐ or who has produced _____, as identification and who did take an oath.

KAREN L. GRIFFIN
MY COMMISSION # HH 068586
EXPIRES: December 19, 2024
Bonded Thru Notary Public Underwriters

Signature

Print Name

Notary Public, State of Florida

My Commission Expires: _____

AGENT'S AFFIDAVIT

I, Dana Biddell, 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 Council does not supersede those requirements.

Dana Biddell — Print Name of Agent

Dana Biddell — Signature of Agent

2224 N. Archer Rd., Avon Park 33825

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 19th day of June, 23, by Dana Biddell who is personally known by me or has produced DL as identification and who did (did not) take an oath:

Document

Candice Luke

Signature

Candice Luke, Notary Public

Print Name

State of Florida

My Commission Expires: 9-28-2025

Notary Public State of Florida
Candice Nicole Luke
My Commission
HH 180031
Exp. 9/28/2025

6.00 DOC ①
1220.10
1.75 .10

** OFFICIAL RECORDS **
BK 1634 PG 810

DEED DOC STAMPS $1,220.10 D.C.

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
J. Ross Macbeth, Esq.
2543 U.S. 27 South
Sebring, Florida 33870-2135
(863) 385-7600

RETURN TO

WARRANTY DEED

THIS INDENTURE, made this 18 day of October, 2002, between ROBERT C. DEAN, whose mailing address is 602 N. Peninsula Avenue, New Smyrna Beach, Florida 32169, Grantor, and MEREDITH A. MACBETH, ELIZABETH V. MACBETH, and JOSEPH A. MACBETH, whose mailing address is 2543 U.S. 27 South, Sebring, Highlands County, Florida 33870, Grantees.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, to him in hand paid by the Grantees, the receipt whereof is acknowledged, has granted, bargained and sold to the said Grantees, as tenants-in-common, their heirs and assigns forever, the following described land, situate, lying, and being in the County of Highlands, State of Florida, to wit:

> Farms 49, 50, 51, and 52, Section 34, Township 34 South, Range 29 East, LAKE VIEW PARK TRACT, according to the Plat thereof recorded in Plat Book 3, Page 11 of the Public Records of DeSoto County, Florida (of which Highlands County was formerly a part) and Transcript Book, Page 106A, Public Records of Highlands County, Florida.

To Have and to Hold unto the Grantees in fee simple, absolute, forever, together with all improvements thereon, and subject only to the following exceptions:

1. Reservations, restrictions, easements and assessments of record, if any, to the extent same are valid and enforceable.
2. Taxes for the year 2002 and subsequent years.
3. Subject to the Highlands County Solid Waste Collection, Disposal and Assessment Ordinance, Chapter 8.5 of the Code of Ordinances, Highlands County, Florida for 2002 and subsequent years.

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR NOR OF ANY MEMBER OF GRANTOR'S FAMILY NOR ADJACENT TO THE HOMESTEAD PROPERTY OF GRANTOR OR ANY MEMBER OF GRANTOR'S FAMILY PURSUANT TO FLORIDA LAW.

PROPERTY APPRAISER'S IDENTIFICATION NO.: C343429-02004900000

And the Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered
In Our Presence:

Print Name: Gary Wilson

Print Name: Suzanne K. Finkbeiner

ROBERT C. DEAN

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18 day of October, 2002, by ROBERT C. DEAN, who is personally known to me ☐ or who has produced NA as identification ☐ and who did not take an oath.

OFFICIAL NOTARY SEAL
GARY L WILSON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC846859
MY COMMISSION EXP. JUNE 16,2003

Print Name: Gary L. Wilson
Notary Public, State of Florida
My Commission Expires:

C:\Files\Law\Macbeth and Etc\Macbeth R Children\DC 38\Deed Warranty.wpd

FILE # 1164712 RCD: Oct 25 2002 @ 10:18AM
L. E. "Luke" Brooker, Clerk, Highlands County

OFFICIAL RECORDS FILE# 1599308 BK 2257 PG 1612 RCD: 10/14/2010 04:43:40 PM
D.C. CNORKA REC. FEE $1 00 DEED DOC STAMPS $1817.90 OBERT W. GERMAINE
CLERK OF COURTS HIGHLANDS CO.

Rec 10.00
D/C 1,817.90

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
J. Ross Macbeth, Esq.
2543 U.S. 27 South
Sebring, Florida 33870-2135
(863) 385-7600

WARRANTY DEED

THIS INDENTURE, made this 14th day of October, 2010, between ELIZABETH V. LENIHAN f/k/a ELIZABETH V. MACBETH, a married woman, whose mailing address is 3660 Lakeview Drive, Sebring, FL 33870, Grantor, and J. ROSS MACBETH, whose mailing address is P.O. Box 7011, Sebring, FL 33872-0101, Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, to her in hand paid by the Grantee, the receipt whereof is acknowledged, has granted, bargained and sold to the said Grantee, his heirs and assigns forever, all of her undivided 1/3 interest as tenants in common, the following described land, situate, lying, and being in the County of Highlands, State of Florida, to wit:

> Farms 49, 50, 51, and 52, Section 34, Township 34 South, Range 29 East, LAKE VIEW PARK TRACT, according to the Plat thereof recorded in Plat Book 3, Page 11 of the Public Records of DeSoto County, Florida (of which Highlands County was formerly a part) and Transcript Book, Page 106A, Public Records of Highlands County, Florida.

To Have and to Hold unto the Grantee in fee simple, absolute, forever, together with all improvements thereon, and subject only to the following exceptions:

1. Reservations, restrictions, easements and assessments of record, if any, to the extent same are valid and enforceable.
2. Taxes for the year 2010 and subsequent years.
3. Subject to the Highlands County Solid Waste Collection, Disposal and Assessment Ordinance, Chapter 8.5 of the Code of Ordinances, Highlands County, Florida for 2010 and subsequent years.

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR NOR OF ANY MEMBER OF GRANTOR'S FAMILY NOR ADJACENT TO THE HOMESTEAD PROPERTY OF GRANTOR OR ANY MEMBER OF GRANTOR'S FAMILY PURSUANT TO FLORIDA LAW.

PROPERTY APPRAISER'S IDENTIFICATION NO.: C343429-02004900000

And the Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered
In Our Presence:

Carolyn A. Durbin
Print Name: Carolyn A. Durbin

Paula A DeFord
Print Name: Paula A. DeFord

Elizabeth V. Lenihan
ELIZABETH V. LENIHAN

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 14th day of October, 2010, by ELIZABETH V. LENIHAN f/k/a ELIZABETH V. MACBETH, who is personally known to me X or who has produced _____ as identification ☐ and who did not take an oath.

Paula A. DeFord
Paula A. DeFord, Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Paula A. DeFord
Commission # DD771598
Expires: MAR. 23, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

S:\LAW\MACBETH AND ETC\MACBETH R CHILDREN\DC 38\DEED WARRANTY 101410.DOC

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

June 12, 2023

To Whom It May Concern:

Re: 3050 Desoto City Road, Sebring FL 33870 – Parcel I.D. C-34-34-29-020-0490-0000

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

RESOLUTION NO. 22-23-178

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-34-34-29-020-0490-0000; 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-34-34-29-020-0490-0000 (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-34-34-29-020-0490-0000 and more particularly described as:

> Farms 49, 50, 51, and 52, Section 34, Township 34 South, Range 29 East, Lake View Park Tract, according to the Plat thereof recorded in Plat Book 3, Page 11 of the Public Records of Desoto County, Florida (of which Highlands County was formerly a part) and Transcript Book, Page 106A, 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 2133, 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 22-23-32 adopting a small-scale comprehensive plan

amendment, CPA-23-621SS, changing the land use designation on the Property from Agriculture (AG) to Medium Density Residential (RM).

DONE AND ADOPTED, this 19th day of September 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sept 19, 2023

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

SUBJECT/TITLE: **Request adoption of Ordinance Number: 22-23-33, amending the Highlands County Code of Ordinances, Chapter 2, Administration.**

STATEMENT OF ISSUE

At the regular meeting of the Board of County Commissioners held on April 18, 2023, comments were made related to the confirmation process being followed related to the newly hired Deputy County Administrator. Currently, the County follows the process set forth in Florida Statutes, Section 125.74 (k), which has been codified into the Highlands County Code of Ordinances, Chapter 2, Administration, Article IV, County Administrator, Section 2-56, Powers and Duties – Generally, subsection (11) which in essence provides that the County Administrator may select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the Board and that the employment of all department heads shall require confirmation by the Board of County Commissioners (emphasis added). These powers and duties are enumerated, not for the purpose of limiting the County Administrator's responsibilities granted by the Board of County Commissioners but are simply listed as possible responsibilities of a County Administrator in the proper administration of all affairs under the jurisdiction of the Board. In other words, while it is the County's process to have the Board of County Commissioners confirm the selection of a Department Head or the Deputy County Administrator, that process is not required unless the Board wants to continue the formality. The confirmation process has certainly always been treated as more ceremonial than anything because the hiring authority of all County employees truly lies with the County Administrator.

During the August 1, 2023, Board meeting it was the consensus of the Board of the need to amend the code of ordinance to remove the confirmation clause.

RECOMMENDED ACTION

Move to adopt Ordinance Number: 22-23-33, amending the Highlands County Code of Ordinances, Chapter 2, Administration.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Ordinance 22-23-33 Amend Chapter 2 Article IV sec 2-56.sgs.docx

ORDINANCE NO. 22-23-33

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AMENDMENTS TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE IV, COUNTY ADMINISTRATOR, SECTION 2-56, POWERS AND DUTIES-GENERALLY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, Florida Statutes, Chapter 125, Part III, County Administration, authorizes a form of county administration that best assures an adequate and efficient provision of services to the citizens and promotes protection of the health, safety, welfare and quality of life for all residents; and

WHEREAS, the Highlands County Board of County Commissioners adopted Code of Ordinances, Chapter 2, Administration, Article IV, County Administrator, pursuant to the authority conferred by Florida Statutes, Chapter 125, Part III, County Administration; 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 has determined that it is in its best interest to amend certain regulations set forth in the Code of Ordinances, Chapter 2, Administration, Article IV, County Administrator; and

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 THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE IV, COUNTY ADMINISTRATOR, SECTION 2-56 POWERS AND DUTIES-GENERALLY, IS HEREBY AMENDED AS FOLLOWS:

Note: ~~Strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Sec. 2-56. - Powers and duties—Generally.

The administrator shall be responsible for the administration of all departments responsible to the board of county commissioners and for the proper administration of all affairs under the jurisdiction of the board of county commissioners. To that end, the administrator shall, by way of enumeration and not by way of limitation, have the following specific powers and duties to:

***

(11) Select, employ and supervise all personnel, including supervision of such individuals who hold a contractual employment position with the board of county commissioners, if so stated in the applicable employment contract or any amendment thereto, and fill all vacancies, positions or employment under the jurisdiction of the board of county commissioners.~~; provided, however, the employment of all division and department heads shall require confirmation by the board of county commissioners.~~

***

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 2, Administration, Article IV, County Administrator, Section 2-56, Powers and Duties Generally, as set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. 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 6. CONFLICTS. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 7. 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 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this 3rd day of October 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Chris Campbell, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sept. 19, 2023

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

SUBJECT/TITLE: **Request adoption of Ordinance Number 22-23-34, amending the Highland's County Code of Ordinances, Chapter 4.5, Animals and Fowl.**

STATEMENT OF ISSUE

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.

During the August 15, 2023, it was the consensus of the Board that the adoption of the proposed ordinance will provide a more streamlined process for its Dangerous Dog hearings.

RECOMMENDED ACTION

Move to adopt Ordinance Number 22-23-34, amending the Highland's County Code of Ordinances, Chapter 4.5, Animals and Fowl.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Ordinance 22-23-34 Amend Chapter 4.5 .Article II sec 4.5-28.sgs.docx

ORDINANCE NO. 22-23-34

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AMENDMENTS TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 4.5, ANIMALS AND FOWL; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 4.5, ANIMALS AND FOWL, ARTICLE II, DOGS, SECTION 4.5-28, DANGEROUS DOG DETERMINATIONS; ; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, on July 23, 1997, the Highlands County adopted Ordinance Number 97-26, creating the Dangerous Dog Hearing Board in order to provide a dog owner with the opportunity to defend against the decision of an Animal Control Officer that the dog should be deemed dangerous; 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 public health, safety, comfort, good order, appearance, convenience and general welfare to amend its Code, relating to the designation of a dangerous dog as set forth herein.

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 4.5, ANIMALS AND FOWL, ARTICLE II, DOGS, SECTION 4.5-28 DANGEROUS DOG DETERMINATIONS: Highlands County Code of Ordinances, Chapter 4.5, Animals and Fowl, Article II, Dogs, Section 4.5-28 Dangerous Dog Determinations, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 4.5-28 – Dangerous dog determinations.

(a) The words and terms used in this section shall have meanings provided by F.S. § 767.11.

(b) After investigating any reported incident involving any dog that may be dangerous, the animal control authority shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous and shall afford the owner an opportunity for a hearing prior to making a final determination. The animal control authority shall provide written notification of the sufficient cause finding, to the owner, by registered mail, certified hand delivery, or service in conformance with the provisions of F.S. ch. 48, relating to service of process. The owner may file a written request for a hearing within seven calendar days from the date of receipt of the notification of the sufficient cause finding and, if requested, the hearing shall be held as soon as possible, but not more than 21 calendar days and no sooner than five calendar days after receipt of the request from the owner.

~~(c) The dangerous dog hearing board is hereby created and established. The members of the dangerous dog hearing board shall be appointed by the board of county commissioners for three-year terms and may be reappointed for subsequent terms. The dangerous dog hearing board shall consist of five members. The dangerous dog hearing board shall not conduct a hearing unless a quorum is present. Three members shall constitute a quorum. The membership of the dangerous dog hearing board shall include the following:~~

~~(1) Two citizens who are licensed veterinarians.~~

~~(2) One citizen who is an officer or director of the Highlands County Humane Society, Inc., a Florida corporation not-for-profit.~~

~~(3) Two citizens, at large.~~

~~(4) Appointment of two additional alternate veterinarians in case of a conflict.~~

(d) The ~~dangerous dog hearing board~~ County's Special Magistrate shall conduct hearings pursuant to this section using the procedures established by Division 3 of Article VI of Chapter 2 of this Code.

(e) Once a dog is classified as a dangerous dog by the ~~dangerous dog hearing board~~ County's Special Magistrate, the animal control authority shall provide written notification to the owner by registered mail, certified hand delivery or service, and the owner may file a written appeal in accordance with, and pursuant to, F.S. § 767.12.

(f) When a dog is classified as a dangerous dog by the ~~dangerous dog hearing board~~ County's Special Magistrate, the owner shall comply with all requirements of F.S. § 767.12.

(g) As a condition precedent to the owner of a dangerous dog obtaining a certificate of registration from animal control mandated by F.S. § 767.12(5)(a), the dangerous dog shall be surgically spayed or neutered and have an RFID microchip implanted prior to leaving the animal control shelter. The costs for having the dog surgically spayed or neutered and for implantation of the RFID microchip, including the cost of the RFID microchip, must be paid prior to performance of those procedures. All applicable fees and all costs incurred by animal control during impoundment must be paid prior to release of the dog.

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 4.5, Animals and Fowl, as set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. 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 6. CONFLICTS. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 7. 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 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this 3rd day of October 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Chris Campbell, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 2023

PRESENTER: **Rachel Barry, Zoning Supervisor**

SUBJECT/TITLE: **Consideration of Statement of Legislative Intent for amendments to the Land Development Regulations regarding Temporary Use Permits.**

STATEMENT OF ISSUE

Highlands County Code of Ordinances, Chapter 12, Land Development Regulations (LDRs), Article 5, Division 3, Section 12.05.315, Temporary Use Permits, has primarily been used to grant the temporary placement of a mobile home during the construction of a primary dwelling; however, this allowance is also included in a separate Section of the Code, thus, can be removed from the County's LDRs.

Additional revisions to the County's LDRs are intended to address new State legislation, Senate Bill (SB) 250, which went into effect on July 1, 2023. SB 250 preempts local governments from prohibiting the use of a temporary RV for a period of up to 36 months following a declared State of Emergency for a property owner who has showed good faith effort to rebuild their permanent structure. Good faith effort would include, but may not be solely limited to, obtaining a construction loan, furnishing building plans, or obtaining a building permit for the reconstruction. Staff recommends this specific allowance to be added into the LDRs with an outlined permitting process to allow a final decision to be made by the County Administrator or his/her designee, or any other process the Board deems appropriate. Doing so would prevent the County from needing to adopt a new Resolution following each local state of emergency declaration.

Staff also proposes to add clarification as to the purpose of Temporary Use Permits in the underlying zoning district.

The purpose of this Statement of Legislative Intent is to receive direction from the Board related to the LDR changes set forth above and any other direction the Board deems appropriate related to this matter.

RECOMMENDED ACTION

Direct staff on how to proceed.

FISCAL IMPACT

There is no fiscal impact.

Attachments: SLI - LDR updates for TUP processes

HIGHLANDS COUNTY BCC AGENDA ITEM MEMO
STATEMENT OF LEGISLATIVE INTENT REGARDING PROPOSED REVISIONS TO THE LAND DEVELOPMENT REGULATIONS

DATE OF ACTION REQUEST: September 19, 2023

PRESENTER: Rachel Barry, Zoning Supervisor

ITEM TITLE: Consideration of Statement of Legislative Intent for amendments to the Land Development Regulations regarding Temporary Use Permits.

STATEMENT OF ISSUE

STATEMENT OF LEGISLATIVE INTENT

Highlands County Code of Ordinances, Chapter 12, Land Development Regulations (LDRs), Article 5, Division 3, Section 12.05.315, Temporary Use Permits, has primarily been used to grant the temporary placement of a mobile home during the construction of a primary dwelling; however, this allowance is also included in a separate Section of the Code, thus, can be removed from the County's LDRs.

Additional revisions to the County's LDRs are intended to address new State legislation, Senate Bill (SB) 250, which went into effect on July 1, 2023. SB 250 preempts local governments from prohibiting the use of a temporary RV for a period of up to 36 months following a declared State of Emergency for a property owner who has showed good faith effort to rebuild their permanent structure. Good faith effort would include, but may not be solely limited to, obtaining a construction loan, furnishing building plans, or obtaining a building permit for the reconstruction. Staff recommends this specific allowance to be added into the LDRs with an outlined permitting process to allow a final decision to be made by the County Administrator or his/her designee, or any other process the Board deems appropriate. Doing so would prevent the County from needing to adopt a new Resolution following each local state of emergency declaration.

Staff also proposes to add clarification as to the purpose of Temporary Use Permits in the underlying zoning district.

The purpose of this Statement of Legislative Intent is to receive direction from the Board related to the LDR changes set forth above and any other direction the Board deems appropriate related to this matter.

SUGGESTED ACTION

Direct staff on how to proceed.

FISCAL IMPACT

No fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 2023

PRESENTER: **Rachel Barry, Zoning Supervisor**

SUBJECT/TITLE: **Request approval of two (2) temporary RV permits in accordance with Senate Bill (SB) 250.**

STATEMENT OF ISSUE

On November 29, 2022, this Board approved Resolution No. 22-23-31, outlining a temporary permitting process for the use of RVs following Hurricanes Ian and Nicole for property owners who met specified criteria. This temporary permitting program expired on May 29, 2023. One (1) application was submitted after the expiration of Resolution No. 22-23-31, and one (1) of the permits, approved prior to May 29, 2023, has since expired and a renewal has been requested. Both requests are currently on hold, pending an allowable approval process.
On July 1, 2023, Florida Statutes, Section 125.023, went into effect, which preempts local governments from prohibiting the use of a temporary RV for a period of up to 36 months following a declared State of Emergency for a property owner who has showed good faith effort to rebuild their permanent structure. A Statement of Legislative Intent is on the same agenda as this item seeking authorization for Staff to draft proposed updates to the County's Temporary Use Permit process in the Land Development Regulations, of the County's Code of Ordinances, As such, because the proposed updates could not be brought before the Board pursuant to a new process sooner than November 28. 2023, in the best interest of the effected citizens, these matters are being brought forward now for the Board's consideration. The purpose of this request authorization from the Board to process the two (2)pending applications consistent with Florida Statutes, Section 125.023, prior to the formal adopted changes to the LDRs.

RECOMMENDED ACTION

Direct staff to proceed with processing the two (2) pending temporary RV permits in consistent with the requirements of Florida Statutes, Section 125.023.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Action Item - Pending RV permits

HIGHLANDS COUNTY BCC AGENDA ITEM MEMO
ACTION ITEM REGARDING TWO (2) PENDING TEMPORARY RV PERMITS

DATE OF ACTION REQUEST: September 19, 2023

PRESENTER: Rachel Barry, Zoning Supervisor

ITEM TITLE: Consider approval of two (2) temporary RV permits in accordance with SB 250.

STATEMENT OF ISSUE

On November 29, 2022, this Board approved Resolution No. 22-23-31, outlining a temporary permitting process for the use of RVs following Hurricanes Ian and Nicole for property owners who met specified criteria. This temporary permitting program expired on May 29, 2023. One (1) application was submitted after the expiration of Resolution No. 22-23-31, and one (1) of the permits, approved prior to May 29, 2023, has since expired and a renewal has been requested. Both requests are currently on hold, pending an allowable approval process.

On July 1, 2023, Florida Statutes, Section 125.023, went into effect, which preempts local governments from prohibiting the use of a temporary RV for a period of up to 36 months following a declared State of Emergency for a property owner who has showed good faith effort to rebuild their permanent structure. A Statement of Legislative Intent is on the same agenda as this item seeking authorization for Staff to draft proposed updates to the County's Temporary Use Permit process in the Land Development Regulations, of the County's Code of Ordinances, As such, because the proposed updates could not be brought before the Board pursuant to a new process sooner than November 28. 2023, in the best interest of the effected citizens, these matters are being brought forward now for the Board's consideration.

The purpose of this request authorization from the Board to process the two (2)pending applications consistent with Florida Statutes, Section 125.023, prior to the formal adopted changes to the LDRs.

SUGGESTED ACTION

Direct staff to proceed with processing the two (2) pending temporary RV permits in consistent with the requirements of Florida Statutes, Section 125.023.

FISCAL IMPACT

No fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 2023

PRESENTER: **Casey Hartt, Lead Marketing Consultant**

SUBJECT/TITLE: **Request approval of the Tourist Development Council's recommendation for the FY 2023-2024 Marketing Plan and Budget.**

STATEMENT OF ISSUE

At the regularly scheduled Tourist Development Council (TDC) meeting on August 10, 2023, there was a unanimous vote in favor of recommending the attached marketing consultant's plan and budget to the Board of County Commissioners. The preliminary budget would allocate $1,240,000.00 to Marketing and Promotion.

RECOMMENDED ACTION

Move to approve the Tourist Development Council's recommendation for the FY 2023-2024 Marketing Plan and Budget.

FISCAL IMPACT

The fiscal impact will be an increase of $160,979 to Cost Center 5305 (Marketing and Promotion) which will occur with a budget amendment after 10/1/23.

Attachments: TDC-Budget-pres-2023-2024.pdf
8.10.23 TDC Minutes (Draft).pdf

Proposed 2023-2024 TDC Marketing Plan & Budget

VISIT Sebring

Avon Park & Lake Placid, FL

www.VisitSebring.com

TDC Strategic Plan: Vision & Mission

- **Vision**: The Highlands County TDC inspires research-based decision making which leads to the type of tourism destination development that inspire future generations to remain in the community and not move out of town. The TDC allocates resources in order to enhance the quality of life for our residents; including efforts to reduce seasonal employment and to create a place for families to raise their children.

- **Mission**: To contribute to a positive quality of life for the residents of Highlands County (our customer) through destination promotion, tourism development, advocacy and resource management – which are foundation pieces for future economic growth.

Strategic Pillars: Areas of Focus

A. Emphasis on digital assets & advertising
B. More PR/Media Relations to increase our Brand Awareness
C. Projects to make destination more appealing & engaging to visitors

>Stakeholder Group Meetings

D. Industry Partner Engagement & Education
E. Streamline Administrative Duties
F. Enhancement Projects; start with Lakes (F)

>$250k in Lakes Account

Anticipated TDC Collections Preliminary TDC Budget

$1,880,000 – Anticipated 2022-2023 TDT Collections

-$470,000 (25% = 3rd penny)

$1,410,000

-$185,000 – Operations (#5301)

$1,225,000 – Available for Marketing

+ $15,000 – Possible FL Sports Foundation Grant Income

TOTAL FOR MARKETING: $1,240,000

(Green text indicates TBD)

Operations - $185,000
Cost Center 5301

- Staff salary + benefits
- Consultant contract fee
- Office supplies, postage, TDC cell phone, office phone
- Copy machine rental lease & insurance
- IT repairs & Internet
- Membership dues (tourism groups & Chambers)

Advertising - $467,000

- **VISIT FLORIDA Advertising**
  a. FL Travel Guide
  b. DMO Co-op
- **Digital Marketing Platforms**
  a. Threshold 360
  b. Crowdriff
  c. Constant Contact
  d. GeoTour
- **Website/Digital Advertising**
  a. Madden/Website Enhancements & Hosting
  b. Madden/Digital Advertising/SEM/SEO/Storytelling
  c. Website Re-Design
  d. Wander Media/Citrus Golf Trail (digital advertising)
  e. Facebook/Social Ads
  f. Other Advertising TBD
- **Marketing Subscriptions**
  a. STR/Hotel Data
  b. SCOUT – Sports Marketing Event Platform
  c. Smart Travel News
- **TV/Event Advertising**
- **Other**
  a. Photo & Video Library Upgrades
  b. Graphic Design
  c. Unanticipated Expenditures
  d. IT/domains/archive





Promotions/PR

- **Promotions/PR** $50,000
  - Earned Media Relations
    - Much PR – media outreach
    - Media FAMs
  - ING Conference (Golf Media)
  - Promotional Items
  - Hospitality for Media/VIPs
  - Social Media Influencers
  - Public Relations
  - TV & Radio segments





Sports Marketing - $78,000

- Airstream Ventures
- Ongoing sporting event recruitment
- Racing destination
- Emerging lacrosse hub



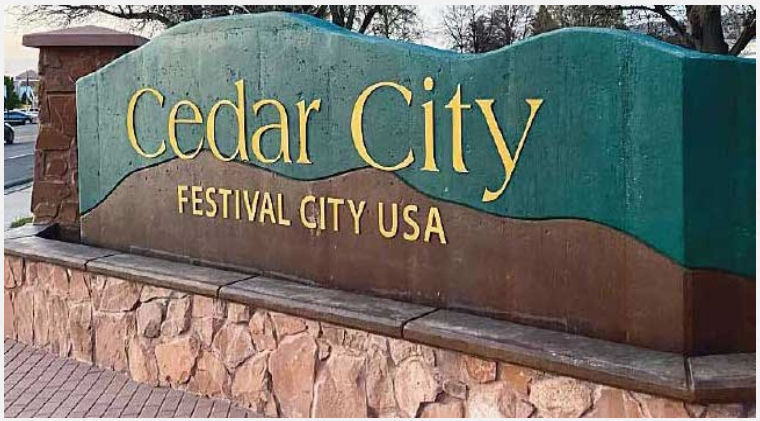


Visitor Services + Special Projects

- **Visitor Services** $20,000
  a. Printing/Binding: Re-print Travel Guide
  b. VISIT FL Welcome Center Display Space
  c. Travel Guide Mailing (Shipping/Freight)

- **Special Projects** $130,000
  a. Strategic Plan Update
  b. County Monument (2) Re-Design
  c. Sports Audit & Facility Study Follow Up Steps





Industry Relations - $10,000



- Tourism Luncheon
- Tourism Awards
- Award Submissions for VS
- Education & Training/Conferences
  - Staff
  - Industry Partners
- Travel & Per Diem

Event Grants (5305-53400)

Contractual Services $500,000

- GFNY Cycle & Marathon
- Spartan
- Dixie Youth Baseball State Tournaments
- Citrus Golf Trail (CGT) Open
- CGT Ladies Invitational
- American Junior Golf Assn.
- ACL Cornhole State Championship
- Minor League Golf Tour
- Soda Festival
- USA Lacrosse
- Lacrosse – Recruiting Events
- Fastpitch Softball





Marketing & Event Grant Budget
Account 5305

	'22-'23 Budget	'22-'23	'23-'24 Proposed
Advertising/SEM/ SEO/Website	360,000	318,143	467,000
Promotions/PR	50,000	31,200	50,000
Sports Marketing	72,000	75,000	78,000
Visitor Services	40,000	23,086	20,000
Industry Relations	11,000	6,735	10,000
Event Grants: Contractual Services	385,000	441,499	500,000
Special Projects	27,000	0	130,000
FSF Income	+15,000	+18,765	+15,000
TOTAL	**$960,000**	**$876,898**	**$1,240,000**

Proposed 3rd Penny Expenses from Account 5309

- **$200,000** – County Facility Maintenance
  - $186,000 – Sports Complex
  - $14,000 – Fishing piers & boat ramps at Istokpoga Park and/or HL Bishop
- **$60,000** – Sports Complex improvements for lacrosse back stop & goal nets
  - Benefit: TDC has successfully recruited several lacrosse tournaments to the Sports Complex and is working to recruit additional tournaments. Nets are rented for each event. Purchasing nets will allow for greater efficiency when hosting the events as the coordination with rental companies will be eliminated.
- **TOTAL: $260,000**

Summary & Notes

Proposed preliminary marketing & event grants (5305) 2023-2024 Budget: **$1,240,000**

Budget History

- 2022-2023: $960,000
- 2021-2022: $774,000
- 2020-2021: $545,000
- 2019-2020: $615,000
- 2018-2019: $584,000
- 2017-2018: $527,000

- Staff will bring TDC an updated TDC Budget in early 2024 once we know full year collections plus some additional FSF grant income.

Proposed Budget by Account

Account	Approved 2022-2023	Proposed 2023-2024	Funding Difference
Operations (5301)	180,000	185,000	+5,000
Marketing & Events (5305)	960,000	1,240,000	+280,000
Lakes (5306)	254,276	243,000	-11,276
Asset Enhance & Development (5309)	0	260,000	260,000
TOTAL	**1,394,276**	**1,928,000**	**+533,724**

Questions?

VISIT Sebring

Avon Park & Lake Placid, FL

www.VisitSebring.com

Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Regular Meeting
August 10, 2023 @ 8:15 a.m.

Draft Regular Meeting

1. The meeting was called to order at 8:15 a.m. by Commissioner Campbell.

Roll Call

Council Members Present:
Commissioner Campbell
Victoria Currence
Andy Kesling
Charles Wilson
Maritza Cristiansen
Christine Hatfield
Josh Stewart
Elizabeth Worley

Council Members Absent:
Cindy Garren

Also, Present:
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Reagan Fultz, Tourist Development Coordinator
Alan Verlander, Airstream Ventures, LLC.

Ms. Fultz established that a quorum was present. Commissioner Campbell established that the meeting was properly noticed, and recognized the new member, Elizabeth Worley.

2. Acceptance of TDC Meeting Minutes of June 8th, 2023.

Commissioner Campbell inquired if there were any comments or changes to the minutes of June 8th, 2023. Mr. Wilson made a motion, seconded by Ms. Hatfield to approve the meeting minutes. All Council members voted aye to approve the minutes. The motion carried.

3. Financial and Office Reports

Ms. Fultz presented the revenue and office reports that showed a balance total of $1,470,319.02 for FY22/23 through May.

Council members received detailed printouts of financial reports. Council members had no questions on the financial reports.

Ms. Sauls provided an answer to a question that had been posed in the June 30th Board of County Commissioners meeting, explaining that there is no "secret" or "hidden" account for TDC funds totaling over $1 million. She explained that figure is actually the amount in Cost Center 5305 for Marketing and Events, and explained the different figures in the chart shown in the council members' packets total up to that amount in the Cost Center. But that there is no additional $1 million that was unknown to the TDC staff or members.

4. Marketing and Event Updates

A. Marketing and Public Relations Update

Casey Hartt presented the Highlands County Tourist Development Council Marketing update that included the information on Trends in the Tourism Industry; Industry, PR and Media Outreach; Staff Outreach & Events; a 2022-2023 Budget Update; and the 2023 Tourism Insights & Awards Luncheon.

1. Trends in the Tourism Industry

Ms. Hartt presented on current trends in the tourism industry. One was a rebalancing of tourism, meaning that immediately post-Covid there was an extraordinary influx of travel, and now those numbers are starting to soften a bit and the consumers are once again cruising and traveling internationally. She also noted that current state of hotel guest satisfaction is trending high, though travel budgets are continuing to decline.

2. Industry, Public Relations and Media Outreach

Ms. Hartt provided a recap of the recent activities on an industry, PR and Media outreach level, one of the largest in the past quarter being the Caladium Festival, receiving 101 pieces of coverage on the festival and 3.42 million views of those pieces. The Sebring Area was covered in an article in Travel + Leisure, penned by Jared Ranahan who was hosted by the TDC in January. Summer PR focus will continue with family fun and watersports/lakefront enjoyment.

B. Digital Marketing Update from Madden Media

Ms. Hartt presented analytics and figures reported by Madden Media on their digital marketing and campaigns for Visit Sebring. Council members received detailed printouts of the reports. Council members had no questions on the digital marketing reports.

C. Sports Tourism Update from Airstream Ventures

Mr. Verlander presented an update on Airstream Ventures Sports Tourism efforts for Highlands County. The Airstream team will be attending three more sports conferences in the upcoming quarter. Mr. Verlander provided updates on events brought to Highlands County in the past contract year, those already booked for the upcoming contract year, and those they are in serious talks or beginning conversation with about coming to the Sebring area.

Mr. Kesling asked what station the MotoSurf Games would be aired on. Mr. Verlander confirmed this is CBS Sports.

Commissioner Campbell inquired on any effects the softening of travel may have on Sport Tourism. Mr. Verlander explained that they're seeing that more people are treating their travel for a sporting event as a family vacation.

Mr. Stewart questioned on why Tough Mudder was no longer included in the Spartan event like they were in their first year in Sebring. Mr. Verlander explained that Spartan and Tough Mudder are under the same ownership, so they have pulled back on putting both events in the same market.

Mr. Kesling asked on bringing a second AJGA event to the county. Mr. Verlander explained that they are asking for higher amounts of funding than the TDC typically awards to events of their size, but that opportunity is still under discussion.

5. Items for Voting

A. TDC Event Grant Program Recommendations

Ms. Hartt provided a review of the recommendations that the grant committee proposed after their meeting on June 26th to review the TDC's event grant program. The changes were outlined in notes in the council members packets. The changes are as follows:

1. Remove the $65,000 cap on the High Impact Signature Event grant.
2. Move Plaques, Awards, Trophies and Certificated from "Ineligible Use of Funds" to "Eligible Use of Funds" provided the design includes the Visit Sebring Logo and is approved by TDC staff. This does not include monetary prizes.
3. Add "Field/Facility Related Expenses" to "Eligible Use of Funds" in grant policies
4. Adjust reimbursement process for facility rentals fees of Highlands County - owned facilities so that TDC Staff can transfer the funds directly to the Parks and Recreation Department, with the amount still coming from the grant funds awarded to the event

Ms. Hatfield made a motion, seconded by Mr. Wilson to approve the TDC grant committee's (4) recommended changes to the TDC Event Grants. All Council members voted aye. The motion carried.

B. GFNY 2023 Marathon Contract – Request for Changes

Ms. Fultz provided a brief explanation of the changes that GFNY is requesting to the contracts in Agenda Items 5B and 5C as they go hand-in-hand. She shared that by having the two separate event grant contracts on one weekend for the same organization, there are complications that arise in trying to verify the room nights and determine the designation of the room nights between the two events. There is a similar issue with expenses, especially with both events being held at the same location. To make things cleaner and lessen the room for error in inaccurate room night verification reporting post event, TDC staff and GFNY discussed combing the events into one contract. To do so, GFNY felt they would need to increase the funding request on the contract to still receive the funds they need to support both the marathon and cycling events together. Agenda Items 5B and 5C are proposed to implement the changes needed/requested by GFNY to combine the two events under one contract for 2023 and the coming years.

Lidia Fluhme, organizer of the events, called in to be available for any questions.

Mr. Stewart made a motion, seconded by Ms. Cristiansen, to recommend approval of the change request from GFNY for the 2023 GFNY Marathon Sebring Contract, adding the Cycling Event into the contract, renaming the event to "GFNY Sebring Endurance Sport Festival", and increasing the reimbursable funds to $90,000.00 for Year 3 (2023).

For Year 3 (2023), applicant will receive a base of $10,000. for reimbursable expenses after the event + up to an additional $80,000 based on verified room nights (up 4,000 verified room nights at $20/room night).

Reimbursable grant funds are to be used for promotional items with the Visit Sebring logo, marketing, post-race participant event, A/V equipment, MOT/TTC/traffic control, course safety and policing, and facility rental fees. Funds to come from Cost Center 5305 for Marketing & Events.

All Council members voted aye. The motion carried.

C. 2023-2025 GFNY Cycling Contract – Request for Changes

Ms. Fultz explained that GFNY held an existing contract for their Cycling event for years 2023, 2024 and 2025. By including their cycling event under the marathon's contract for the 2023 year, they would need to delay the start of this contract to begin in 2024, also covering years 2025 and 2026. Additionally, the changes for the previous contract would need to be made to include the marathon event under this contract.

Mr. Stewart made a motion, seconded by Ms. Hatfield to recommend approval of the change request from GFNY for the 3-Year GFNY Cycling Sebring contract, changing the years of contract to 2024, 2025 and 2026; adding the Marathon event into the contract; renaming the event to GFNY Sport Endurance Sport Festival; and increasing the reimbursable funds to up to $90,000 per year for Year 1 (2024), Year 2 (2025) and Year 3 (2026).

For each year (2024, 2025 and 2026), applicant will receive up to $90,000.00 based on verified room nights (up 4,500 verified room nights at $20/room night) for reimbursable expenses.

Reimbursable grant funds are to be used for MOT, traffic control, light towers, promotional items with Visit Sebring logo, facility rental, marketing and graphic design, post-race meal for athletes, in county transportation for athletes, and A/V services. Funds to come from Cost Center 5305 for Marketing & Events.

All Council members voted aye. The motion carried.

Approval of all mentioned in the motion is contingent on the Board of County Commissioners approving the recommendation to remove the maximum funding cap for the TDC High Impact Signature Event Grants.

Item 6A. Additional Penny Update

Upon TDC Staff request, Commissioner Campbell moved Item 6A to before Item 5D to give some pertinent background to components that will be discussed in Item 5D.

In preparation for the discussion on the TDC's FY2023-2024 budget, Ms. Sauls presented background on items from the June 30, 2023, Board of County Commissioners meeting in which the vote for increasing the Tourist Development Tax to 5% took place. She explained that an item requested by some of the Commissioners was that TDC assist in helping close the financial gap for maintenance expenses at the sports complex, with a request of $200,000 from TDC funds. In further detail, she explained $186,000 of this would go towards maintenance costs at the sports complex, with a recommendation of the remainder being used for maintenance expenses at fishing facilities from the county. In discussions with the County Attorney, TDC staff determined that Istokpoga Park and H.L. Bishop Park were the two county owned fishing facilities that met the requirements of the state statue on use of TDC funds for maintenance.

Commissioner Campbell also shared his thoughts on the June 30th meeting, explaining that he felt committing to the $200,000 was the only way to secure the vote needed to pass the increase in TDT collections, as it required a super majority vote.

Ms. Sauls also clarified that the $200,000 was not requested for every year moving forward, and that as the financial shortfall decreases at the sports complex, that funding request might also decrease.

Ms. Hatfield shared her feelings on the June 30th meeting, stating that she was surprised at the direction the tone went at the meeting, and that she was surprised at a comment from Commissioner Elwell that the TDC was fiscally irresponsible. She felt questioning directed at Ms. Hartt in that meeting was quite strong and could have been taken before the meeting.

At Ms. Hatfield's request, Ms. Hartt provided information on what the pennies could be used for and the procedure in which the TDC recommends the usage of the funds. She clarified that per the state statute the use of TDT funds are to be recommended from the TDC to the County Commission.

Mr. Kesling shared that he thinks the TDC is doing a great job and that it shows in the reports from year to year.

Ms. Sauls explained that the additional penny would begin to be collected in August 2023, and would be available for use in the FY24/25 budget.

Ms. Hatfield shared that she had received a phone call from the Florida Department of Revenue notifying Inn on the Lakes of the increase in the tax.

Mr. Verlander shared that they did a study on the rental rates of the sports complex and found that they are extremely low in comparison to other counties in the area and state. He and TDC Staff have been in discussions with the Parks and Recreation department to increase the rental rates for tourism events that use the facility. He explained that the event organizers don't have as much concern over what they pay for the facility, knowing that if they are awarded a TDC grant, the facility fees will be paid using those funds. He hopes this will help to decrease the shortfall in the budget for the sports complex as well.

5D. 2023-2024 Proposed TDC Budget & Marketing Plan

Ms. Hartt presented a proposed budget for the TDC for FY2023-2024.

Mr. Kesling questioned if with the collections of the 5th penny, the TDC should be a little more aggressive with their marketing budget. Ms. Hartt clarified that the 5th penny will begin being collected in August of 2023, but will not be included in the budget until FY24/25.

Mr. Stewart made a motion, seconded by Ms. Cristiansen to approve the TDC Budget for Fiscal Year 2023/2024 as presented. All Council members voted aye. The motion carried.

E. Lead Marketing Consultant Contract Renewal

Ms. Sauls explained to the members that Ms. Hartt's 6-year contract as Lead Marketing Consultant is renewed on an annual basis before the start of a new fiscal year. FY 2023-2024 would be year three of the contract. The TDC can vote if they would like to move forward with renewing the contract for the year. If so, that contract will be brought before the County Commissioners for approval. She explained that Ms. Hartt is not looking for any changes to the scope of work in the contract, and that per the contract, there would be a 3% increase to the contract for the next fiscal year.

Ms. Worley made a motion, seconded by Ms. Hatfield, to approve the renewal of the Lead Marketing Consultant's contract for Fiscal Year 2023/2024. All Council members voted aye. The motion carried.

6. Old Business/Discussion

A. Additional Penny Update

Item was moved to be discussed before Item 5D during meeting.

B. Tourism & Recreation Facility Study Update

Ms. Hartt provided an update to action items that have taken place as result of the Tourism and Recreation Study, including collaboration with the Public Information Officer to better promote the county's playgrounds, meetings with recreation stakeholders in the county, meetings with the Parks & Recreation department and administration on the sports complex fee structure, meetings with the Highlands County Fair Association about the fairgrounds indoor space, and the next steps with a feasibility study for a sports facility.

C. Istokpoga Fishing Tournament Projects Update

Ms. Sauls provided an update on project status and next steps for the Istokpoga Park fishing tournament project, which includes a survey of the property that will be submitted to DEP, and then applying for the DEP permit, which will be done by the County's Natural Resources division.

D. AJGA Visit Sebring Preview Review

Ms. Hartt shared an update on the reports from AJGA following their Visit Sebring Preview. All members received a one-page snapshot of economic impact, where players originated from, their digital footprint for the tournament, and more.

7. Public Input

Time was made available for public input.

8. Board Member Roundtable

Time was made available for board member roundtable discussion.

9. Upcoming Meetings & TDC-Sponsored Events

A. USFA Sebring Invitational (Fastpitch Softball), Aug 19 – 20
B. Motosurf/Motoskate, Sept. 1 – 3
C. The Florida State Games (Lacrosse), Sept. 30 – Oct 1
D. USSSA Senior Draft Softball Tournament, Oct. 6 – 8
E. Visit Sebring Classic, Oct.10 – 12
F. USFA Pumpkin Smash Tournament, Oct 14 – 15
G. GFNY Marathon & Cycling, Oct. 21 – 22
H. TDC Board Meeting October 26
I. CGT Open, Nov. 13-15
J. Spartan, Dec. 2-3
K. CGT Ladies Invitational, Dec. 27-30

10. Adjournment

Commissioner Campbell adjourned the meeting at 9:45 a.m.

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

DRAFT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 2023

PRESENTER:	**Leah Sauls, Development Services Director** **Jennifer Codo-Salisbury, Executive Director, Central Florida Regional Planning Council**
SUBJECT/TITLE:	**Request to accept a Florida Department of Environmental Protection Resilient Planning Grant Award in the Amount of $340,000.00, approve Budget Amendment 22-23-135, with accompanying Resolution 22-23-135R, and approve an Interlocal Agreement with the Central Florida Regional Planning Council for the preparation of a vulnerability assessment and resiliency action plan for Project 22079.**

STATEMENT OF ISSUE

Highlands County has been awarded a State of Florida Department of Environmental Protection (FDEP) Grant Agreement (Agreement #23PLN116) to conduct a Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, and an update to the Local Mitigation Strategy (LMS). The Vulnerability Assessment includes coordination with and analysis of the municipalities of Avon Park, Lake Placid, and Sebring. The County will work with the Central Florida Regional Planning Council (CFRPC) to complete the Grant Work Plan. An Interlocal Agreement between the CFRPC and the County is included.

The final products will include:
1) Final Vulnerability Assessment Report: a) Results and conclusions, including illustrations via maps and tables, based on the statutorily required scenarios and standards in s. 380.093, F.S.; b) List of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; c) Electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and d) a signed Vulnerability Assessment Compliance Checklist Certification.

2) Public Presentation: Presentation of the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

3) Local Mitigation Strategy: The results of the VA will be used to inform the County's LMS as required by the Florida Division of Emergency Management (FDEM).

Attached for your review, acceptance, and approval is the Grant Agreement with FDEP, Budget Amendment 22-23-135, with accompanying Resolution 22-23-135R, and an Interlocal Agreement between Highlands County and the Central Florida Regional Planning Council (CFRPC) for the preparation of a vulnerability assessment and resiliency

action plan for Project 22079 in the amount of $340,000.00. The County funds paid to the CFRPC will be 100% reimbursed by FDEP through the grant award. The Interlocal Agreement is exempt from the County competitive procurement process through Section 17.A.2. of the Highlands County Purchasing Manual.

RECOMMENDED ACTION

Move to accept a Florida Department of Environmental Protection Resilient Planning Grant Award in the Amount of $340,000.00, approve Budget Amendment 22-23-135, with accompanying Resolution 22-23-135R, and approve an Interlocal Agreement with the Central Florida Regional Planning Council for the preparation of a vulnerability assessment and resiliency action plan for Project 22079.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $340,000.00 to be appropriated in Cost Center 2700 (Planning and Zoning). FDEP is providing the grant award in the amount of $340,000.00 to conduct a Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, and an update to the Local Mitigation Strategy. No match is required. This grant award has eleven (11) deliverables. The final project must be complete by March 31, 2025. The project is 100% reimbursable. The County will be reimbursed after deliverables are submitted and proof of payment to the CFRPC is provided.

Attachments: 23PLN116-Grant Agreement.pdf
22-23-135 Project 22079 Vulnerability Assessment (9-5-23) (BA).pdf
22-23-135R Project 22079 Vulnerability Assessment (9-5-23) (Resolution).pdf
Interlocal Agreement.pdf
09_19_2023 Highlands VA Presentation.pptx

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Highlands County Comprehensive Vulnerability Assessment**
Agreement Number: **23PLN116**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Highlands County** Entity Type: **Local Government**

Grantee Address: **590 South Commerce Avenue Sebring, Florida 33870** FEID: **59-6000655** (Grantee)

3. Agreement Begin Date: **7/1/2022**
Date of Expiration: **6/30/2025**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Highlands County**

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, as well as a Local Mitigation Strategy for Highlands County.**

5. Total Amount of Funding: **$ 340,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**FY 22-23 GAA 1776**	$ **340,000.00**
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **340,000.00**

6. Department's Grant Manager
Name: **Charles Neuhauser** or successor
Address: **Resilient Florida Program**
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399
Phone: **850-245-2138**
Email: **Charles.Neuhauser@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Leah Sauls** or successor
Address: **Highlands County**
501 South Commerce Avenue
Sebring, Florida 33870
Phone: **863-402-6650**
Email: **lsauls@highlandsfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Highlands County **GRANTEE**

By _____ _____
(*Authorized Signature)* Date Signed

Chris Campbell, Chairman

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager, Charles Neuhauser

_____

DEP QC Reviewer, Jeremy Jimenez

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/vendors/ .

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its

k. share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23PLN116

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Highlands County Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23PLN116

ATTACHMENT 3

PROJECT TITLE: Highlands County Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in Highlands County, Florida.

PROJECT DESCRIPTION:
Highlands County (Grantee) will complete the Highlands County Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) for Highlands County as well as the municipalities of Avon Park, Lake Placid, and Sebring. The Project will also inform a Local Mitigation Strategy and include stakeholder engagement and public outreach.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will provide the following:

- **1.1:** kick-off meeting agenda to include location, date, and time of meeting;
- **1.2:** meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** a copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **1.4:** kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
- **1.5:** a draft list of steering committee members; and
- **1.6:** a draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 2: Assemble Steering Committee

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Deliverables: The Grantee will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 3: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

Deliverables: The Grantee will provide the following:

- **3.1:** meeting agendas to include location, date, and time of meeting;
- **3.2:** meeting sign-in sheets with attendee names and affiliation;
- **3.3:** a copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **3.4:** a summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 4: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **4.1:** meeting agendas to include location, date, and time of meeting;
- **4.2:** meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** a summary report including attendee input and meeting outcomes.

Task 5: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's

GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **5.1:** a technical report to outline the data compiled and findings of the gap analysis;
- **5.2:** a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **5.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a) 1-4, F.S.

Task 6: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** a draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **6.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 7: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **7.1:** an updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **7.2:** an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 8: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** meeting agendas to include location, date, and time of meeting;
- **8.2:** meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** a summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 9: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and identified focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **9.1:** Final VA report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **9.2:** a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **9.3:** all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **9.4:** a signed Vulnerability Assessment Compliance Checklist Certification.

Task 10: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project

funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **10.1:** meeting agendas to include location, date, and time of meeting;
- **10.2:** meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **10.3:** a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **10.4:** a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **10.5:** a summary report including attendee input and meeting outcomes.

Task 11: Local Mitigation Strategy

Description: The results of the VA can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the VA report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: Submit a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following:

- **11.1:** VA report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update;
- **11.2:** VA report will be included as an appendix to the next iteration of the LMS Plan; and
- **11.3:** the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all

deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	$10,000	$0	$10,000	7/1/2022	3/31/2025
2	Assemble Steering Committee	Contractual Services	$5,000	$0	$5,000	7/1/2022	3/31/2025
3	Conduct Steering Committee Meetings	Contractual Services	$7,000	$0	$7,000	7/1/2022	3/31/2025
4	Public Outreach Meeting #1	Contractual Services	$8,000	$0	$8,000	7/1/2022	3/31/2025
5	Acquire Background Data	Contractual Services	$50,000	$0	$50,000	7/1/2022	3/31/2025
6	Exposure Analysis	Contractual Services	$100,000	$0	$100,000	7/1/2022	3/31/2025
7	Sensitivity Analysis	Contractual Services	$90,000	$0	$90,000	7/1/2022	3/31/2025
8	Public Outreach Meeting #2	Contractual Services	$10,000	$0	$10,000	7/1/2022	3/31/2025
9	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$40,000	$0	$40,000	7/1/2022	3/31/2025
10	Public Presentation	Contractual Services	$10,000	$0	$10,000	7/1/2022	3/31/2025

11	Local Mitigation Strategy	Contractual Services	$10,000	$0	$10,000	7/1/2022	3/31/2025
Total:			**$340,000**	**$0**	**$340,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	22/23	37.098	Resilient Florida Programs	$340,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$340,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 23PLN116

HIGHLANDS COUNTY COMPREHENSIVE VULNERABILITY ASSESSMENT

Highlands County

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 23PLN116

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN116

Project Title: Highlands County Comprehensive Vulnerability Assessment

Grantee: Highlands County

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 23PLN116

Project Title: Highlands County Comprehensive Vulnerability Assessment

Grantee: Highlands County

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	☒	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(optional)*	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (*check one*) ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)*	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(required if item e is not applicable)*	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. *(optional)*	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is not applicable)*	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(optional)*	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level *(if so, provide Department approval)*.	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Name of Common Carrier or contracted carrier is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

REVIEWED
O.M.B DEPARTMENT
August 21, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **7/18/2023** SUBMITTED BY: **Melony Culpepper**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2700**

PROJECT(S) #: **22079** PROJECT TITLE(S): **Highlands County Comprehensive Vulnerability Assessment** COST CENTER TITLE(S): **Planning & Zoning**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3343440Z**	**FDEP Grant - Projects**	**22079**	**0.00**	**340,000.00**		**340,000.00**
E	**005**	**2700**	**53100Z**	**Project Professional Services**	**22079**	**0.00**	**340,000.00**		**340,000.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **This budget amendment is necessary due to the County receiving a $340,000.00 grant from the Department of Environmental Protection to conduct a Comprehensive Vulnerability Assessment of Highlands County to assign and appropriate the funds into the Project.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-135**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 22-23-160

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-135 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 22-23-135 is hereby approved and authorized to appropriate FDEP State Grant awarded funding for Highlands County Comprehensive Vulnerability Assessment to Project #22079 for FY22/23 through FY24/25. The net fiscal impact is an increase in the amount of $340,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 19th day of September, 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

INTERLOCAL AGREEMENT

BETWEEN

Central Florida Regional Planning Council (COUNCIL)

and

Highlands County, a political subdivision of the State of Florida (COUNTY)

This Interlocal Agreement ("Agreement"), entered into pursuant to and in compliance with the "Florida Interlocal Cooperation Act of 1969," Section 163.01, Florida Statutes (referred to herein as "the Act"), by the Central Florida Regional Planning Council (referred to herein as the "COUNCIL"), a Florida state agency existing and operating pursuant to the "Florida Regional Planning Council Act," Sections 186.501-186.513, Florida Statutes, and Highlands County, a political subdivision of the State of Florida, (referred to herein as the "COUNTY"). The COUNCIL and the COUNTY shall collectively be referred to herein as "PARTIES".

BACKGROUND

A. The COUNTY entered into a Grant Agreement (#23PLN116) with the State of Florida Department of Environmental Protection ("FDEP"), hereafter, together with the Attachments and Exhibits attached thereto, collectively referred to as the "GRANT AGREEMENT", a copy of which is attached hereto as **Exhibit "A"** for the purpose of preparing a Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, as well as a Local Mitigation Strategy for Highlands County.

B. The COUNTY desires to engage the COUNCIL to provide professional services to assist the COUNTY to complete the Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, as well as a Local Mitigation Strategy as detailed in ATTACHMENT 3, Grant Work Plan, of the GRANT AGREEMENT.

C. The COUNCIL acknowledges the GRANT AGREEMENT between the State of Florida Department of Environmental Protection and the COUNTY.

D. The COUNCIL desires to provide such professional services in accordance with this Agreement.

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

1. GENERAL

The COUNTY engages the COUNCIL to assist the COUNTY in completing the Comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, as well as a Local Mitigation Strategy as detailed in ATTACHMENT 3, Grant Work Plan, of the GRANT AGREEMENT. The COUNCIL shall provide professional services required under this Agreement with the COUNTY.

2. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in ATTACHMENT 3, Grant Work Plan, of the GRANT AGREEMENT and shall satisfy all requirements of the guidelines specified therein.

3. COMPENSATION

As consideration for performance of Work, the COUNTY agrees to pay a fee not to exceed $340,000 (three hundred forty thousand and 00/100 dollars) to be paid in eleven (11) payments as follows:

Task No.	Task Title	Total Amount	Task Due Date
1	Kick Off Meeting	$10,000	11/30/2023
2	Assemble Steering Committee	$5,000	11/30/2023
3	Conduct Steering Committee Meetings	$7,000	1/312024
4	Public Outreach Meeting #1	$8,000	1/31/2024
5	Acquire Background Data	$50,000	1/31/2024
6	Exposure Analysis	$100,000	9/30/2024
7	Sensitivity Analysis	$90,000	10/31/2024
8	Public Outreach Meeting #2	$10,000	11/30/2024
9	Final Vulnerability Assessment Report, Maps, and Tables	$40,000	3/31/2025
10	Public Presentation	$10,000	3/31/2025
11	Local Mitigation Strategy	$10,000	3/31/2025
	Total	$340,000	

Payment shall be made upon receipt of an acceptable completed invoice and deliverables from the COUNCIL. Because the FDEP GRANT AGREEMENT is cost reimbursable, the COUNTY will be reimbursed after proof of payment to the COUNCIL is provided. Project deliverables will be consistent with the Grant Work Plan provided in Attachment 3 of the GRANT AGREEMENT.

4. PERIOD OF AGREEMENT

The services of the COUNCIL are to commence upon execution of this Agreement and shall be completed by March 31, 2025.

5. MODIFICATION OF AGREEMENT

A. Either PARTY may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate; however, any such changes must be memorialized into a written amendment to this Agreement

B. Any extensions or modifications of this Agreement shall be mutually agreed upon by and between the COUNTY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both PARTIES.

6. TERMINATION

A. Either PARTY may terminate this Agreement without cause with a minimum of thirty (30) days written notice. Written notice shall be delivered in accordance with the notice provision set forth herein below..

B. In the event the Agreement is terminated, the COUNCIL will be paid an amount commensurate with the work satisfactorily completed as of the effective date of termination based on Work performed in accordance with the tasks contained in the scope of work and corresponding hourly costs of the employees involved in completing the work.

7. COMPLIANCE WITH LAWS, JURISDICTION, AND VENUE

A. The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

B. Any legal action by either PARTY against the other concerning this Agreement shall be filed in Highlands County, Florida, which shall be deemed proper jurisdiction and venue for the action.

8. INDEPENDENT CONTRACTOR

A. The PARTIES agree that COUNCIL, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of an independent contractor. COUNCIL agrees to take such steps as may be necessary to ensure that each subcontractor of COUNCIL will be deemed to be an independent

contractor and will not be considered or permitted to be an agent of the COUNTY or the State of Florida.

B. COUNCIL shall not pledge the COUNTY's, the State of Florida's nor the Florida Department of Equal Opportunity's credit, nor make the COUNTY, State of Florida or Department of Equal Opportunity a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

C. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.

D. The COUNCIL shall continuously staff the Work with COUNCIL personnel or appropriate consultants as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

9. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request by the COUNCIL, the COUNTY shall provide to the COUNCIL all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of Work of the COUNCIL under this Agreement.

10. RIGHT TO WORK PRODUCTS

Copies of all writings, maps, charts, reports, findings, and other relevant non-copyrighted material shall become the property of the COUNTY upon final payment for the services included herein.

11. ASSIGNMENT

This Agreement shall not be assignable.

12. UNAUTHORIZED ALIENS

The COUNCIL shall not knowingly employ unauthorized aliens as described in Section 274A(e) of the Immigration and Nationality Act.

13. EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to Florida Statutes, Section 448.095, the COUNCIL 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 COUNCIL 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 COUNCIL stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the COUNCIL 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 COUNCIL'S breach of this provision, any and all such costs shall be paid by the COUNCIL 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.

14. SUBCONTRACTS

The COUNCIL agrees to perform work consistent with the provisions of subcontracts in the FDEP GRANT AGREEMENT.

15. DISCRIMINATORY VENDOR

The COUNCIL affirms it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the COUNCIL been placed on the Discriminatory Vendor List. The COUNCIL further agrees that it shall not violate such law during the term of this Agreement.

16. NON-DISCRIMINATION

The COUNCIL shall not discriminate against any employee in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status.

17. HARASSMENT-FREE WORKPLACE

The COUNCIL shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

18. PUBLIC ENTITY CRIMES

The COUNCIL affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the COUNCIL been convicted for a Public Entity Crime. The COUNCIL agrees it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement in accordance with Section 287.133(4).

17. LOBBYING

The COUNCIL shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

18. TERMS AND CONDITIONS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties. If any term or provisions of this Agreement is found to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.

19. 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 Clerk. All notices required and/or made pursuant to this Agreement to be given to the County and the Clerk 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 Drive
Sebring, Florida 33870

With copy to: Highlands County Attorney
600 N. Commerce Avenue
Sebring, Florida 33870

COUNCIL: Central Florida Regional Planning Council
Attention: Executive Director
555 E. Church Street
Bartow, FL 33830

20. SOVEREIGN IMMUNITY

The COUNTY and the COUNCIL 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 COUNCIL 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 COUNCIL which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

21. 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 COUNCIL.

IN WITNESS WHEREOF*, the COUNTY and the COUNCIL have hereunto set their hands and seals and executed this Agreement on the _____ day of _____, 2023.*

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

By: _____
Jennifer Codo-Salisbury
Executive Director

BOARD OF COUNTY COMMISSIONERS HIGHLANDS COUNTY, FLORIDA

By:_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Approved as to Legal Form and Sufficiency

By:_____
Council Attorney

By:_____
Sherry G. Sutphen, County Attorney

EXHIBIT "A"

COMMUNITY PLANNING TECHNICAL ASSISTANCE

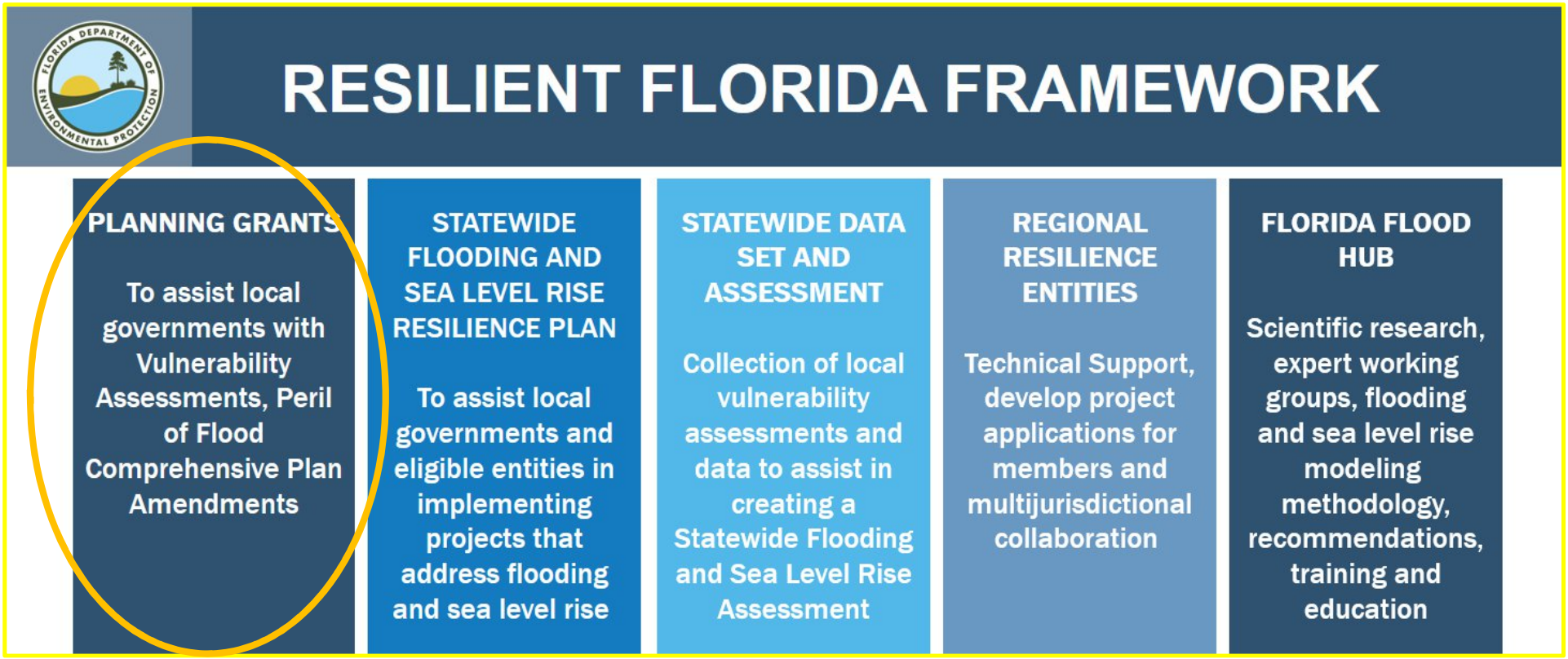
GRANT AGREEMENT

STATE OF FLORIDA

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Agreement to be inserted following signing of County and the State of Florida Department of Environmental Protection.

Florida Department of Environmental Protection
Vulnerability Assessment Grant



Resilience is...

...the ability to

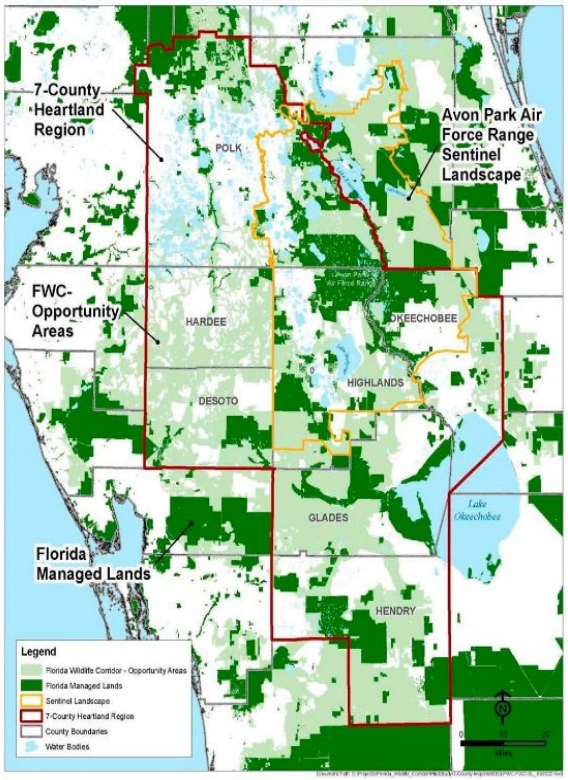
- anticipate,
- prepare for,
- adapt to
- withstand,
- respond to, and
- recover rapidly from disruptions

... making infrastructure more climate-resilient can have a benefit-cost ratio of about 6 to 1.

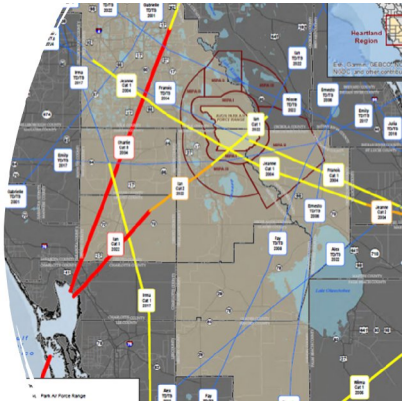
FOR EVERY DOLLAR INVESTED, SIX DOLLARS CAN BE SAVED.

Building Upon Lessons Learned

Florida Wildlife Corridor in the Heartland Region

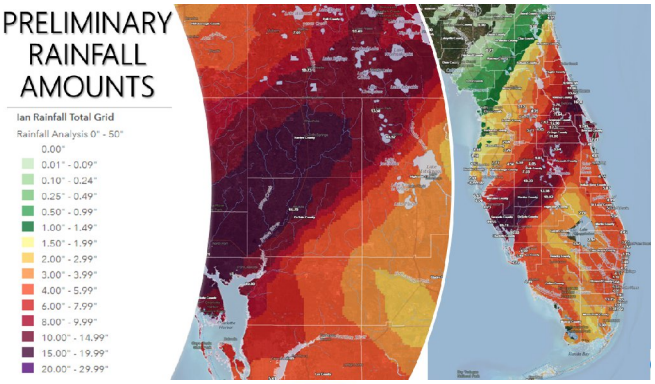


HURRICANE & TROPICAL STORM TRACKS IN CENTRAL FLORIDA (2000 - 2023)





PRELIMINARY RAINFALL AMOUNTS





CFRPC

Resilient Florida: Highlands County

TOTAL RESILIENCE INVESTMENT - $340,000

1 Planning Grant Award - $340,000

FY22-23 RF - Highlands County - $340,000



How does a Thriving Heartland fit within a Resilient Florida?

- A policy goal of ***eliminating* flood risk** is neither practical nor economically feasible
- Significant opportunities remain to improve floodplain function and stormwater management across the state (+ *water quality benefits too!*)
- Florida's coordinated approach to supporting local communities in *reducing flood vulnerability* and *enhancing resilience* is critical to generating and preserving the economic activity and wealth necessary to weather and adapt to future risks
- Preserving natural and working landscapes is a critical insurance policy for future growth and potential climate impacts

Interlocal Agreement

- The County will work with Central Florida Regional Planning Council (CFRPC) through an Interlocal Agreement in compliance with the "Florida Interlocal Cooperation Act o 1969," Section 163.01.

- CFRPC assists County in developing Grant Work Plan & Vulnerability Assessment.



Vulnerability Assessment Tasks



ACQUIRE BACKGROUND DATA



EXPOSURE ANALYSIS



SENSITIVITY ANALYSIS



FINAL VULNERABILITY ASSESSMENT REPORT, MAPS, AND TABLES

Steering Committee

- Public Safety
- Transportation
- Utilities – public and private utilities
- Building and Housing
- Community and Economic Development
- Education
- Environment
- Planning
- Parks & Recreation and Cultural Resources
- Human and Social Services
- Local Elected Officials
- Community Leaders or Champions
- Researchers and Scientists
- State, Federal Governments, NGOs

Steps Continued

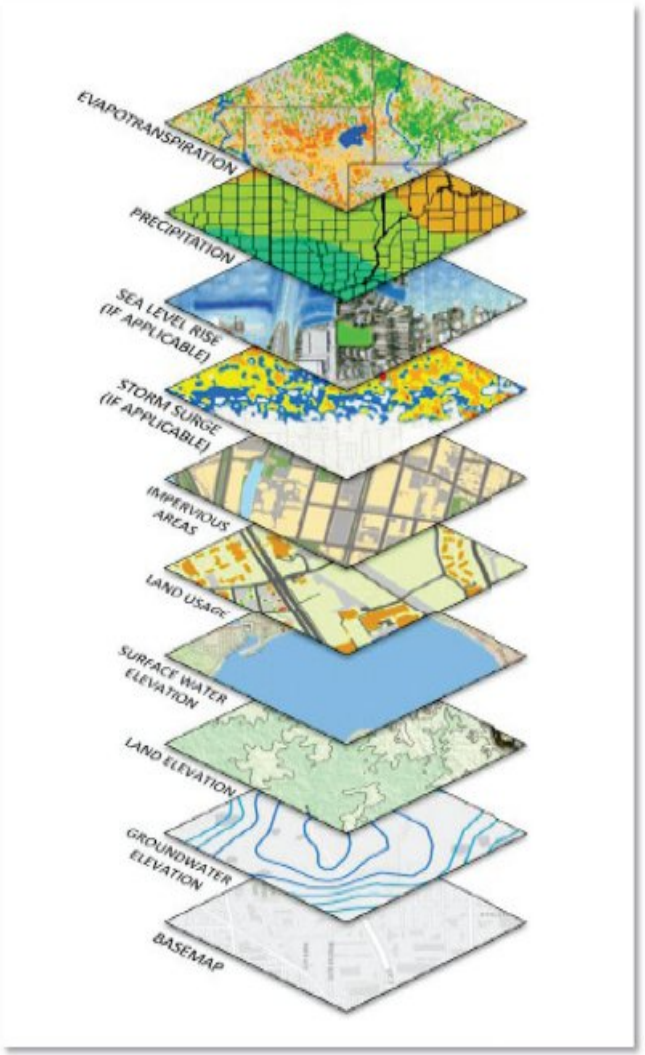
Public outreach meeting #1:	Gather public input prior to work commencing.
Public outreach meeting #2:	Distribute analysis outcomes before finalizing VA.
Identify focus areas:	Assign focus areas to locations/assets that are vulnerable & require development of adaptation strategies.
Public Presentation:	Share findings of final VA & recommendations with local governing boards, technical committees, etc.
Local Mitigation Strategy:	Use VA results to inform Local Mitigation Strategy

Standardized Vulnerability Assessment:

Scope of Work Guidance

Flood Scenario-Related Data

- Precipitation data
- Groundwater level data
- Storm surge
- Hydro stratigraphic Information
- River channel cross-section
- Land use data
- Evapotranspiration data



Example Input Data Schematic for Flood Simulation Models (Esri, 2020; FDEP, 2017; HPRCC, 2022; Jean-Paul Rodrigue, 2015; NOAA, 2022; NOAA, 2018; USGS 2021; USGS, 2018)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19th, 2023

PRESENTER:	**Brandon Gunn, Interim Parks & Facilities Director**
SUBJECT/TITLE:	**Request approval of the license agreement between Highlands County Board of County Commissioners and Lake June Pontoons, LLC.**

STATEMENT OF ISSUE

County staff solicited for the use of HL Bishop Park in July of 2023 through RFP 23-029. A selection committee was prepared and chose to award Lake June Pontoons, LLC.

RECOMMENDED ACTION

Move to approve the license agreement between Highlands County Board of County Commissioners and Lake June Pontoons, LLC.

FISCAL IMPACT

The fiscal impact is an increase of revenue in the amount of $24,000 per year to the General Fund (005), account 3475400.

Attachments: Agreement-Lake June Pontoon 9-11-2023 revised.docx.pdf

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring Florida 33870 ("COUNTY") and Lake June Pontoons, LLC, 1048 Lake Carrie Drive, Lake Placid, Florida 33852 ("LICENSEE"). The COUNTY and LICESEE are collectively referred to herein as the "Parties" or individually as a "Party".

R E C I T A L S

WHEREAS, the COUNTY operates and maintains a public park under a lease with the Town of Lake Placid on that property located at 10 June Clubhouse Rd., Lake Placid, FL 33852 ("HL Bishop Park"), and

WHEREAS, pursuant to its lease with the Town of Lake Placid, the COUNTY has the right and authority to operate HL Bishop Park as it deems necessary and appropriate; and

WHEREAS, the COUNTY has determined that expanding the uses of HL Bishop Park will be in the best interest of the citizens of and visitors to Highlands County; and

WHEREAS, the COUNTY issued LOI-23-029-KSB, seeking letters of interest for a license to conduct commercial water vessel operations and associated activities at HL Bishop Park; and

WHEREAS, the LICENSEE responded to the solicitation issued by the COUNTY and was selected to obtain a license from the COUNTY based on the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above stated recitals, the mutual covenants, terms and conditions herein contained and other good and valuable consideration the receipt of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Grant of Rights. The COUNTY hereby grants a license to LICENSEE over the portions of HL Bishop Park as depicted in **Exhibit "A"** attached hereto ("Property") for the purpose of conducting commercial water vessel operations and associated activities, effective as of the date of execution hereof by the COUNTY ("Commencement Date").

2. Permitted Uses. Subject to the terms and conditions of this Agreement, LICENSEE may use the Property licensed to LICENSEE herein, solely for conducting commercial water vessel operations and associated activities which includes use of the building and use of the public dumpster location at HL Bishop Park, (collectively, the "Permitted Use"). LICENSEE's use of the Property shall not unreasonably interfere with, disrupt, or obstruct COUNTY's existing use of HL Bishop Park. Prior to any addition or modification of the Property used by LICENSEE, LICENSEE shall obtain the COUNTY's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, except that modifications or additions to the Property that increase the size of the LICENSEE's licensed land space or the License shall be subject to increased License Fees. Notwithstanding the foregoing, LICENSEE maintains the right to perform routine maintenance to the Property as well as replace and upgrade the facilities on the Property without COUNTY approval when no material changes to the character and appearance of the Property are made. LICENSEE shall not damage the Property and shall immediately repair any damage to the Property directly resulting from LICENSEE's exercise of its rights hereunder. LICENSEE's use of the Property shall create no responsibility or liability whatsoever on the part of the COUNTY. Notwithstanding anything

stated herein to the contrary, LICENSEE shall not perform any installation, maintenance or other activity which will cause damage to the Property.

3. Ongoing Access to Property. Throughout the Term of this Agreement, LICENSEE shall have the right of access without escort to the Property for its employees and agents to use of the Property in accordance herewith, twenty-four (24) hours a day, seven (7) days a week. LICENSEE, at its own risk and without any liability to the COUNTY, may leave vessels in the water secured to the dock on the Property twenty-four (24) hours a day, seven (7) days a week; however, under no circumstances my LICENSEE be permitted to leave vehicles and/or trailers of any kind overnight in the parking lot of HL Bishop Park. Furthermore, in exercising its right of access to the Property, LICENSEE agrees not to deny public access to any portion of the Property except access to the building and agrees to cooperate with any reasonable security procedures implemented from time to time by the COUNTY for the Property and the HL Bishop Park facilities adjacent to the Property.

4. Term and Extension. The initial term of this License Agreement shall be five (5) years ("the Initial Term") beginning on the Commencement Date. Provided LICENSEE is not in default under the terms of this License, the Term may be extended for Three (3) additional periods of five (5) years (each a "Renewal Term"). It is the intent that the terms and conditions for each Renewal Term shall be substantially similar to the terms and conditions of this Agreement, with revisions as deemed necessary by the Parties and except that the License Fee shall be increased as set forth in Paragraph 5(b). The Initial Term and any Renewal Terms shall collectively be referred to as the "Term".

5. LICENSEE Improvements and License Fees.

(a) Commencing on the Commencement Date and due and payable on the monthly anniversary date every month thereafter, LICENSEE shall pay, as a license fee in the sum of Two Thousand Dollars ($2,000.00) each month (the "License Fee"). The License Fee shall be payable to Highlands County on by money order or Cashier's Check to: Highlands County, Florida, delivered to ATTN: Parks & Facilities, 636 Fernleaf Avenue, Sebring, Florida 33870.

(b) The License Fee shall be increased with each Renewal Term to the applicable market rate either as agreed by the Parties or as determined by a licensed real estate Appraiser.

(c) Within thirty (30) days of the Commencement Date, LICENSEE shall begin installation of (1) at least one locking gate (a minimum of 48 inches wide), in the existing boardwalk railing area to allow access to employees and allowable usage of waterway; (2) a floating dock to moor vessels to area on the north end of the Property (which floating dock shall remain the property of the LICENSEE upon termination or natural expiration of this Agreement); (3) necessary improvements to the building on the Property to serve as a check-in kiosk and equipment storage area; and (4) construct an ADA compliant walkway on the north side of parking lot to improve foot traffic, safe access to public use of the boardwalk and boat ramp (collectively the "Improvements"). LICENSEE shall obtain all applicable governmental licenses, permits and approvals required for installation or construction of the Improvements.

(d) LICENSEE shall pay the COUNTY 50% of the cost of the COUNTY Improvements, upon receipt of invoices from the COUNTY for the same.

(e) LICENSEE shall be responsible to the cost of any utilities needed for the Property as well as any other fees or amounts charged or related to LICENSEE's use of the Property.

6. COUNTY Improvements at HL Bishop Park. Within one hundred twenty (120) days of the Effective Date hereof, the COUNTY shall restripe the parking spaces in the parking lot area of HL Bishop Park; add 6 additional parking spaces to the parking lot area; and add parking signage, as applicable,

to include: “No Overnight Parking Tow Away Zone” “Vehicle with Trailer Parking Only” “Vehicle Parking” and “Loading Zone 10 Minutes Maximum” (collectively referred to as “COUNTY Improvements”).

7. LICENSEE’s Maintenance and Repairs. LICENSEE shall have the obligation to maintain the Property at all times in a safe manner, free of any hazardous or dangerous conditions. LICENSEE shall not dump, cause to be dumped or allow the dumping of any hazardous or other inappropriate substances on the Property, HL Bishop Park or the waters adjacent to HL Bishop Park. If LICENSEE, or its employees, agents, customers, invitees or the like, causes damage or harm to, or in any way alters or impedes proper use of the Property or HL Bishop Park, LICENSEE shall take immediate steps to promptly repair and/or mitigate the same at its sole cost and expense.

8. Non-disturbance and Quiet Enjoyment. So long as LICENSEE is not in default under this Agreement beyond any applicable cure or grace period, LICENSEE shall be entitled to quiet enjoyment of the Property during the Term of this Agreement.

9. Taxes. LICENSEE shall have the responsibility to pay any personal property taxes, assessments, or charges owed for LICENSEE equipment and personal property or which are directly attributable to LICENSEE’s improvements and/or LICENSEE’s use of the Property.

10. Default; Termination.

(a) During the Initial Term, the COUNTY agrees not to terminate this Agreement except upon default by LICENSEE. During the Initial Term, the LICENSEE may terminate this Agreement provided ninety (90) days written notice prior to the next anniversary date of the Agreement.

(b) The following will be deemed a default by LICENSEE and a breach of this Agreement: (1) non-payment of License Fee if such Fee remains unpaid for more than thirty (30) days after written notice from the COUNTY of such failure to pay; (2) non-payment of invoices for the shared portion of COUNTY Improvements; (3) LICENSEE’s failure to cure an interference problem as required in this Agreement; or (4) LICENSEE's failure to perform any other term or condition under this Agreement within thirty (30) days after written notice from the COUNTY specifying the failure, provided LICENSEE shall have such extended period from non-monetary breach as may be reasonably required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LICENSEE commences the cure within the thirty (30) days period and thereafter continuously and diligently pursues the cure to completions.

(c) If LICENSEE remains in default beyond any applicable cure period, the COUNTY will have the option to pursue any one or more of the following remedies without any additional notice of demand:

i. terminate this Agreement, in which event LICENSEE shall remove only the floating dock and its personal property from the Property and vacate the Property in accordance with the terms this Agreement; and/or

ii. perform what LICENSEE is obligated to do under this Agreement and has failed to do after the expiration of the applicable cure or grace period. LICENSEE shall reimburse the COUNTY after LICENSEE’s receipt of an itemized invoice for any reasonable expense that the COUNTY actually incurs, in effecting compliance with this Agreement on behalf of the LICENSEE.

(d) During any Renewal Term, either Party may terminate this Agreement provided ninety (90) days written notice prior to the next anniversary date of the Agreement.

(e) No right or remedy conferred upon either party shall be considered exclusive of any other right or remedy but shall be in addition to every other right or remedy available to the non-defaulting party has under this Agreement or by law. Any right or remedy of the non-defaulting party may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option or election to a party under this Agreement shall not impose any obligation on such party to exercise the right, remedy, option or election.

11. Condemnation or Lease Termination. In the event the COUNTY receives notification of any Lease termination or condemnation proceedings affecting the Property, the COUNTY will provide notice of the termination or condemnation proceeding to LICENSEE as soon as reasonably practical. If the COUNTY's Lease with the Town of Lake Placid is terminated, the LICENSEE shall have no further liability to the COUNTY as of the effective date of such termination. If a condemning authority takes all of the Property, or a portion which in LICENSEE's sole, reasonable opinion is sufficient to render the Property unsuitable for LICENSEE's ongoing operation, then this Agreement shall terminate without further liability of LICENSEE as of the date when title vests in the condemning authority. All condemnation proceeds or awards shall be the sole property of the COUNTY and LICENSEE shall have no claim thereto. However, the LICENSEE may maintain a separate action for the value of its operation on the Property so long as such claim does not reduce the COUNTY's entitlement to full compensation under the law. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

12. Insurance. LICENSEE shall maintain the following required insurance: (1) Commercial General Liability, with limits of Two Million Dollars ($2,000,000.00) per occurrence and in the aggregate, (2) Automobile Liability with a combined single limit of One Million Dollars ($1,000,000.00) per accident, (3) Workers Compensation as required by law. The Parties agree that neither the provisions of this paragraph, nor the purchase of insurance pursuant to this paragraph, nor including the COUNTY as an additional insured, nor the delivery of any certificate of insurance to the COUNTY shall alter the COUNTY's right to sovereign immunity or extend the COUNTY's liability beyond the limits established by Florida Statutes, Section 768.28. The COUNTY shall be included on LICENSEE's insurance policies, as applicable, as an additional insured by endorsement with respect to this Agreement. LICENSEE shall provide the COUNTY with a certificate of insurance evidencing the coverage required by this paragraph and Indemnification required in accordance herewith within thirty (30) days of the Commencement Date.

13. Assignments or Transfers. This Agreement may not be sold, assigned or transferred by the LICENSEE.

14. Removal of Facilities Upon Termination or Expiration. Within one hundred twenty (120) days after the termination of this Agreement (the "Removal Period"), LICENSEE will remove all of LICENSEE's equipment and personal property, including the floating dock, from the Premises and LICENSEE will restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond LICENSEE's control excepted. If such time for removal causes LICENSEE to remain on the Property after the Removal Period, then LICENSEE shall pay the License Fee at double the then existing monthly rate until such time as the removal of the LICENSEE equipment and property. Notwithstanding the foregoing, LICENSEE will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will LICENSEE be required to remove any Improvements, other than the floating dock, or underground utilities. Any equipment and/or personal property remaining on the Property or at other locations on HL Bishop Park following the effective date of termination or natural expiration of this Agreement shall become the property of the COUNTY to dispose of in any manner which it deems appropriate.

15. Indemnification and Liability. LICENSEE hereby agrees to indemnify, defend and hold harmless HIGHLANDS COUNTY and its respective elected officials, officers, directors, employees, agents, contractors, and subcontractors from and against any and all injury losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and court costs) arising from LICENSEE's use, operation, maintenance or repair of the Property; LICENSEE's equipment and/or personal property on the Property and/or LICENSEE's access to HL Bishop Park. This provision shall in no way be construed as a waiver of the COUNTY's right to sovereign immunity and the protections afforded by Florida Statutes, Section 768.28. This indemnity and liability provision shall survive the termination or natural expiration of this Agreement.

16. Notices and Deliveries. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight delivery service to the address of the respective parties set forth below:

If to COUNTY:	HIGHLANDS COUNTY ATTN: County Administrator 600 S. Commerce Avenue Sebring, Florida 33879
With a mandatory copy to:	County Attorney 600 S. Commerce Avenue Sebring, Florida 33879
If to LICENSEE:	Lake June Pontoons LLC 1048 Lake Carrie Drive Lake Placid, FL 33852

The COUNTY and/or LICENSEE may from time to time designate any other address for notices or deliveries by providing at least 30 days prior written notice to the other party.

17. Employment Eligibility Verification. Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, LICENSEE must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, LICENSEE 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 specifically performing work under this Agreement as well as all newly hired employees. In addition, LICENSEE 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 LICENSEE stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and LICENSEE 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 LICENSEE's breach of this provision, any and all such costs shall be paid by LICENSEE 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.

18. **Public Records**

(a) Pursuant to Florida Statutes, Section 119.0701:

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

COUNTY: GLORIA RYBINSKI
600 COMMERCE AVENUE
SEBRING, FLORIDA 33870
(863) 402-6836
GRYBINSKI@HCBCC.ORG

(b) LICENSEE 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 LICENSEE 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 LICENSEE's possession or keep and maintain the public records as required by the COUNTY. If the LICENSEE transfers all public records to the COUNTY upon completion of this contract, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE 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.

19. **Auditing, Records, and Inspection.**

In the performance of this Agreement, the LICENSEE 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 LICENSEE, for a period of five (5) years after termination or completion of the Agreement or until a full COUNTY audit is completed, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine

whether the LICENSEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

20. Miscellaneous.

(a) Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Agreement to retain the economic effect of the invalid or unenforceable provisions.

(b) Binding Effect. Each Party represents and warrants that said party has full power and authority, and the person(s) executing this Agreement have full power and authority, to execute and deliver this Agreement, and that this Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) Waivers. No provision of this Agreement shall be deemed to have been waived by a Party unless the waiver is in writing and signed by the Party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Agreement.

(d) Governing Law, Venue and 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.

(e) Survival. Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

(f) Memorandum of Agreement. No Memorandum of Agreement or other document pertaining to this Agreement shall be recorded in the Official Records of the County where the Property is located.

(g) Entire Agreement; Amendments. This Agreement constitutes the entire agreement and understanding between the parties regarding the LICENSEE's license of the Property and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by duly authorized representatives of both parties.

(h) No Presumptions Regarding Preparation of Agreement. The Parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Agreement. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this

Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Agreement.

(i) Certification. LICENSEE certifies by signing this Agreement that no Commissioner or employee of the COUNTY has solicited or accepted gratuities, favors, or anything of monetary value from LICENSEE, or parties to subcontracts. LICENSEE and subcontractors shall not pay any gratuities, favors, or anything of monetary value to any member of the Board of County Commissioners or employee of the Highlands County.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Agreement is effective the _____ day of _____, 2023.

HIGHLANDS COUNTY,
a political subdivision of the State of Florida.

_____
Chris Campbell, Chairman

_____
Jerome Kaszubowski, Clerk

LICENSEE

_____
Print: Kristen Smoyer
Title: President

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Kristen Smoyer, as President, of Lake June Puntoons, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Licensee, and who is personally known to me or who produced Known as identification, and who did/did not take an oath this 8 day of September, 2023.

(stamp)

Notary Public State of Florida
George D Stickle
My Commission HH 044464
Expires 09/20/2024

_____
NOTARY PUBLIC

EXHIBIT "A"



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 2023

PRESENTER:	**Sherri L. Bennett, Human Resources Manager** **Kristina Fyfe, Risk Management / Human Resources Specialist.**
SUBJECT/TITLE:	**Request approval of Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation insurance policies annual renewal for fiscal year 2023/2024.**

STATEMENT OF ISSUE

This is the annual premium renewal for Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation insurance with Risk Management Associates, Inc. dba Brown and Brown PRIA, Agent of Record for Preferred Governmental Insurance Trust. This Package Policy covers the Highlands County Board of County Commissioners, Clerk of Courts, Property Appraiser, Tax Collector, Sherriff (Facilities Only) and the Supervisor of Elections. Please refer to the Executive Summary for further details.

RECOMMENDED ACTION

Move to approve the Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation insurance policies annual renewal for fiscal year 2023/2024.

FISCAL IMPACT

The estimated premium of $2,583,597 is included in the FY 23/24 budget. This is an increase of $666,676, which is 35% from the previous year.

Attachments: HCBCC Premium Comparison no Exposures 23-24.pdf
HCBCC Executive Summary 9-8-23.docx
HCBCC Renewal summary.pdf

Covered Party:	**Highlands County BOCC et al**
Effective Date:	**10/1/2023**
Version:	**9/7/2023**

Brown & Brown

Coverage & Premium Comparison

	2022/2023			2023/2024		
LINE OF COVERAGE	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**
Property:						
Preferred Governmental Ins. Trust	**Blanket Coverage**			**Blanket Coverage, Property Trended 8% increase on Building Value only**		
Blanket Buildings & Contents	$144,538,398	$1,000	$ 603,875	$155,220,559	**$2,500**	$ 1,062,015
Equipment Breakdown	$100,000,000	$1,000		$100,000,000	**$2,500**	
Excess Flood	$5,000,000	$1,000 except Zones A, V		$5,000,000	**$2,500 except Zones A, V**	
Earthquake	$5,000,000	$1,000		$5,000,000	**$2,500**	
Terrorism	$5,000,000	$1,000		$5,000,000	**$2,500**	
Named Windstorm - Property & Inland Marine	$144,538,398	2% / $10,000 Minimum		$155,220,559	**5% / $35,000 Minimum**	
Additional Expense	$2,000,000	$1,000		$2,000,000	**$2,500**	
Business Income	$1,000,000	$1,000		$1,000,000	**$2,500**	
Errors & Omissions	$250,000	$1,000		$250,000	**$2,500**	
Debris Removal	$1,250,000 or 25%, whichever greater	$1,000		$1,250,000 or 25%, whichever greater	**$2,500**	
Demolition & Increased Cost of Construction	$5,000,000	$1,000		$5,000,000	**$2,500**	
Inland Marine:						
Unscheduled Blanket Inland Marine	$2,682,947	$1,000	$ 52,779	$2,682,947	$1,000	$ 96,387
Communications Equipment	$1,474,539	$1,000		$1,474,539	$1,000	
Contractor's / Mobile Equipment	$15,573,031	$1,000		$17,893,176	$1,000	
Electronic Data Processing	Included in Blanket	$1,000		Included in Blanket	$1,000	
Emergency Services Portable Equip	$450,000	$1,000		$598,084	$1,000	
Fine Arts	Included in Blanket	$1,000		Included in Blanket	$1,000	
Other Inland Marine	$846,640	$1,000		$774,479	$1,000	
Rented Borrowed Leased Equipment	$1,000,000	$1,000		$1,000,000	$1,000	
Valuable Papers	Included in Blanket	$1,000		Included in Blanket	$1,000	
Watercraft	Not Included	N/A		Not Included	N/A	
		Sub-Total	**$ 656,654**		**Sub-Total**	**$ 1,158,402**
Crime:						
Preferred Governmental Ins. Trust						
Employee Dishonesty	$500,000	$1,000	$ 3,000	$500,000	$1,000	$ 3,240
Theft, Disappearance & Destruction In/Out	$500,000	$1,000		$500,000	$1,000	
Computer Fraud, including Funds Transfer	$500,000	$1,000		$500,000	$1,000	
Forgery/Alterations	$500,000	$1,000		$500,000	$1,000	
		Sub-Total	**$ 3,000**		**Sub-Total**	**$ 3,240**
Excess Crime:						
Travelers Casualty & Surety Co.						
Employee Dishonesty	$500,000	$501,000	$ 1,779	$500,000	$501,000	$ 1,779
Theft, Disappearance & Destruction In/Out	$500,000	$501,000		$500,000	$501,000	
Funds Transfer	$500,000	$501,000		$500,000	$501,000	
Computer Fraud	$500,000	$501,000		$500,000	$501,000	
Forgery/Alterations	$500,000	$501,000		$500,000	$501,000	
		FIGA	$ 8		FIGA	$ 7
		Sub-Total	**$ 1,787**		**Sub-Total**	**$ 1,786**

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

LINE OF COVERAGE	2022/2023 LIMIT	2022/2023 DEDUCTIBLE/SIR	2022/2023 ANNUAL PREMIUM	2023/2024 LIMIT	2023/2024 DEDUCTIBLE/SIR	2023/2024 ANNUAL PREMIUM
General Liability:						
Preferred Governmental Ins. Trust						
General Liability	$2,000,000	$0	$ 110,368	$2,000,000	$0	$ 133,368
Employee Benefits	$2,000,000	$0	Included	$2,000,000	$0	Included
Medical Payments	$2,500	$0	Included	$2,500	$0	Included
Deadly Weapon Protection	$1,000,000	$0	Included	$1,000,000	$0	Included
		Sub-Total	**$ 110,368**		**Sub-Total**	**$ 133,368**
Automobile:						
Preferred Governmental Ins. Trust						
Auto Liability	$2,000,000	$0	$ 103,507	$2,000,000	$0	$ 138,839
Uninsured Motorist	Rejected	N/A		Rejected	N/A	
Comprehensive/Collision	Symbol 10, 8	$1,000 / $1,000	$ 154,682	Symbol 10, 8	$1,000 / $1,000	$ 198,345
Hired Physical Damage	$35,000	$1,000		$35,000	$1,000	
Medical Payments	Not Covered	N/A		Not Covered	N/A	
		Sub-Total	**$ 258,189**		**Sub-Total**	**$ 337,184**
Public Officials:						
Preferred Governmental Ins. Trust						
Public Officials Liability	$2,000,000/No Agg	$0	$ 139,658	$2,000,000/No Agg	$0	$ 165,597
Employment Practices Liability	$2,000,000/No Agg	$0	Included	$2,000,000/No Agg	$0	Included
		Sub-Total	**$ 139,658**		**Sub-Total**	**$ 165,597**
Cyber Liability						
Preferred Governmental Ins. Trust						
Cyber Liability	$2,000,000	$25,000	$ 11,408	$2,000,000	$25,000	$ 13,098
Privacy & Security Liability	$2,000,000	$25,000	Included	$2,000,000	$25,000	Included
Cyber Extortion & Ransomware	$500,000	$25,000	Included	$500,000	$25,000	Included
		Sub-Total	**$ 11,408**		**Sub-Total**	**$ 13,098**
Workers' Compensation:						
Preferred Governmental Ins. Trust	Experience Mod: 1.34			Experience Mod: 1.33		
Workers' Compensation	Statutory	$0	$ 681,092	Statutory	$0	$ 706,345
Employers Liability	$2M/$2M/$2M	$0	Included	$2M/$2M/$2M	$0	Included
		Sub-Total	**$ 681,092**		**Sub-Total**	**$ 706,345**
Watercraft Hull:						
Great American Ins. Co.						
Watercraft Hull & Machinery	$340,517	$1,000	$ 11,180	$365,110	$1,000	$ 13,591
Named Windstorm	$340,517	5% / $1,000 Minimum		$365,110	5% / $1,000 Minimum	
TRIA			Included			Included
		Sub-Total	**$ 11,180**		**Sub-Total**	**$ 13,591**
Premises Pollution Liability:						
Illinois Union Insurance Company (Chubb)						
Pollution Liability	$1,000,000 / $2,000,000	$25,000	$ 32,747	$1,000,000 / $2,000,000	$25,000	$ 37,136
4 Older Tanks		$100,000	Included		$100,000	Included
Optional TRIA Terrorism			*$ 1,637*			*$ 1,857*
	Covers 4 USTs & 25 ASTs			Covers 4 USTs & 31 ASTs		
	Excludes financial responsibility (not required)			Excludes financial responsibility (not required)		
		Sub-Total	**$ 34,384**		**Sub-Total**	**$ 38,993**

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

	2022/2023			2023/2024		
LINE OF COVERAGE	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**
TankSafe Storage Tank Liability:						
Illinois Union Insurance Company (Chubb)						
Pollution Liability	$1,000,000 / $2,000,000	$25,000	$ 5,450	$1,000,000 / $2,000,000	$25,000	$ 6,325
4 Older Tanks		$100,000	Included		$100,000	Included
Optional TRIA Terrorism			*$ 273*			*$ 316*
	Primary for Storage Tanks. Premises Pollution policy is excess.			Primary for Storage Tanks. Premises Pollution policy is excess.		
	Covers 4 USTs & 14 ASTs			Covers 4 USTs & 14 ASTs		
		Sub-Total with TRIA	**$ 5,723**		**Sub-Total with TRIA**	**$ 6,641**
Fiduciary Liability:						
Travelers Casualty & Surety Co.	***3-Year Policy (2021-2024)***			***3-Year Policy (2021-2024)***		
Fiduciary Liability	$1,000,000	$0	$ 9,285	$1,000,000	$0	$ 9,285
		Sub-Total (Annual Installment)	**$ 3,095**		**Sub-Total (Annual Installment)**	**$ 3,095**
Drone:						
Global Aerospace	***Short Term 8/1/23-10/1/23***			***Annual Term 10/1/23-10/1/24***		
	$19,089	10%	$ 380	$19,089	10%	$ 2,278
Liability	$2,000,000	$0	Included	$2,000,000	$0	Included
		FIGA Assessment	$ 3		FIGA Assessment	$ 39
		Sub-Total (Annual Installment)	**$ 383**		**Sub-Total (Annual Installment)**	**$ 2,317**
TOTAL PREMIUM			**$ 1,916,921**			**$ 2,583,657**

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

HIGHLANDS COUNTY, FL
10/1/23-24 Property & Casualty Insurance Program Renewal
Executive Summary

Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown and formerly trading as PRIA (B&B), prevailed in a RFP Process as incumbent in 2021. The relationship and products delivered by B&B have been favorable during our tenure.

Despite a challenging insurance marketplace, we are pleased to present a favorable comprehensive insurance renewal package for FY 2023-24, similar to the current program. Coverage includes several insurance policies which are detailed on the attachment. The total insurance cost for FY 2023-24 will increase by approximately 35% due to multiple factors.

A significant contributor to the increase is the growth of the County's risk exposures (such as vehicle fleet and payroll, property valuation increase). There are also systemic issues with the current national and worldwide insurance market.

In general, the insurance marketplace is demanding rate increases this year due to increased claims activity and higher costs of doing business. Hurricane Ian significantly impacted the entire Florida property marketplace with double-digit+ rate increases. Additional contributing factors include: nuclear jury verdicts (verdicts over $10M) are becoming common place, costs to repair damaged assets has increased, attorney activity is at an all-time high following the State's recent tort reform, and medical costs for workers compensation and bodily injury allegations are increasing.

Additionally, the County's growth resulted in increased risk exposures utilized to calculate policy premiums as follows:

- Property trending – 7.39% overall increase in insured property values with Blanket Coverage, due to growth in City property values and higher replacement costs
- Payroll increase of approximately 5.2%, which drives General Liability, Workers Compensation, and Public Officials premium costs
- Increase in the number of fleet vehicles
- Additional new equipment on the Inland Marine policy

HIGHLANDS COUNTY, FL
10/1/23-24 Property & Casualty Insurance Program Renewal
Executive Summary (Cont'd)

VALUE ADDED SERVICES

B&B has been a trusted insurance partner to the County for several years. Through the insurance program, B&B provides ongoing Risk Management support intended to control claim activity and transfer risk.

The value of the below services and discounts is $82,820!
These services are provided to the County at no additional cost.

- TIPS Safety Grant program
- Vector Solutions and Streamery online training platforms. The County has 380 registered users.
- Risk management Resource Center (HR/Cyber/ADA Compliance), The County has utilized 29 of these resources this year
- Property Appraisal and Trending services – valuation trending provided in 2023
- Drug Free Workplace and Safety Credits for Workers Compensation policies.
- Director of Loss Control providing direct support for safety and loss control objectives - including participation in and support of Safety Committee.
- Claims Advocacy for liability, workers compensation, and property claims
- Claims Reviews with adjusters and legal counsel

Premium Recapitulation
Page 1 of 2

	Annual Premium	Check Option Accept	Reject
***Preferred* Package**			
Property including Equipment Breakdown	$1,062,015.00	☐	☐
Inland Marine	$96,387.00	☐	☐
Crime / Employee Dishonesty	$3,240.00	☐	☐
General Liability	$133,368.00	☐	☐
Deadly Weapon Protection*	Included		
Public Officials / Employment Practices Liability	$165,597.00	☐	☐
Cyber Liability	$13,098.00	☐	☐
Automobile Liability	$138,839.00	☐	☐
Automobile Physical Damage	$198,345.00	☐	☐
Package Payment Plan:	CONFIRM CURRENT: 50% Down, 2-25% Installments	☐	☐

***Deadly Weapon Protection Coverage: Any Event that occurs at a Location which has been specifically leased or loaned by the County to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.**

Workers' Compensation	$706,345.00	☐	☐
Workers' Compensation Payment Plan:	CONFIRM CURRENT: 25% Down, 9 Installments	☐	☐

All lines of coverage must be accepted in order to bind coverage with *Preferred*.

Premium Recapitulation
Page 2 of 2

	Annual Premium	Check Option Accept	Check Option Reject
Pollution Liability	$37,136.00	☐	☐
Optional - TRIA	$1,857.00	☐	☐
Storage Tank Liability	$6,325.00	☐	☐
Optional - TRIA	$316.00	☐	☐
Watercraft	$13,591.00	☐	☐
Excess Crime			
Premium	$1,779.00		
FIGA Assessment	$6.73		
Total Premium	**$1,785.73**	☐	☐
Fiduciary Liability	$3,095.00	3rd Annual Installment	
Drones/Unmanned Aircraft			
Premium	$2,278.00		
FIGA Assessment	$39.00		
Total Premium	$2,317.00	☐	☐

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

SIGN HERE

_____
(Signature)

_____
(Name & Title)

_____
(Date)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 19, 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 September 12, 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	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: September 19, 2023

PRESENTER:

SUBJECT/TITLE: Board payables from to September 7, 2023, to September 18, 2023

Attachments: