HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, September 20, 2022
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will hold a Board meeting on Tuesday, September 20, 2022, at 3:00 p.m., in Conference room 3, of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring

The Highlands County Board of County Commissioners will hold a Final Budget Public Hearing on Tuesday, September 20, 2022, at 5:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Highlands County Board of County Commissioners will hold a Special Meeting to honor our Volunteer Fire Fighters for their years of service on Tuesday, September 20, 2022, at 5:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Affordable Housing Advisory Committee will meet on Wednesday, September 21, 2022, at 3:30 p.m., in the Engineering Training Room, 501 S. Commerce Ave., Sebring

The Istokpoga Marsh Watershed Improvement District (IMWID) will meet on Thursday, September 22, 2022, at 5:30 p.m., in Conference room 2, of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring

The Highlands County Health Facilities Authority will meet on Friday, September 23, 2022, at 8:30 a.m., in the City Council Chambers of the City of Sebring, 368 S. Commerce Ave., Sebring

The Lake Istokpoga Management Committee (LIMC) will meet on Thursday, September 29, 2022, at 9:00 a.m., in Conference room 3, of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Recognition of Danny Lamere, Road and Bridge CrewLeader, on his retirement.*

Danny has over 9 years of service with Highlands County.
Johnathan Harrison, Road and Bridge Director
No Fiscal Impact

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval to move forward with the sale of 35 County owned surplus properties and provide the County Administrator authority to execute the Deeds.*
Amanda Valentine, Purchasing Analyst
The fiscal impact is revenue totaling $ 132,610.00 to the General Fund from the sale of the properties and properties will be back on the Tax Roll
Notice of Intent-Revised 8.23.22 Board.pdf
Notice of Intent -Revised 8.30.22 Board.pdf

8.B *Request for support and signature for the letter of support for Florida Heartland Economic Region of Opportunity's (FHERO) Department of Economic Opportunity Grant Application.*
Jeff King, Executive Manager of Business and Economic Development
FHERO RDG Support Letter.Highlands 2022-2023.docx

8.C *Request approval of Budget Amendment 21-22-134 to transfer funds from Regular Salaries & Wages (51200) and Professional Services (53100) to Project Professional Services (53100Z) within the 2700 Cost Center for Planning Services related to long range planning.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact to fund 005 (General) as the request is to move $120,000 of lapsed salaries 2700/51200 (Regular Salaries & Wages) and $5,000 of unused funds from 2700/53100 (Professional Services) to 2700/53100Z (Project Professional Services), Project 21110 (Concurrency/LRTP Updates).
21-22-134 Project 21110 Concurrency-LRTP Updates (BA).pdf

8.D *Request to approve and execute the plat of Skinner Homesites for recordation.*
Clinton Howerton, Jr., P.E., County Engineer
There will be no additional fiscal impact, E. Main Street, and N. Marshall Avenue are maintained by the County and N. Rosewood Avenue is maintained by the City of Avon Park.
Skinner Homesites Plat for Recordation.pdf
Skinner Homesites_Location Map-11x17.pdf

8.E *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 2022-2023.*
Tanya Cannady, CPA, CDM
Business Services Director

The payment to AHCA will not exceed $357,097 to provide an income projection of

$893,861, for a net positive impact of approximately $536,764 in supplemental payments.
PEMT_Letter of Agreement with AHCA FY 22-23.pdf

8.F *Request change order approval for Clifton Larson Allen (CLA) external audit agreement for fiscal year 2022-2023.*
Tanya Cannady, CPA, CDM
Business Services Director
The fiscal impact is an increase of $10,598 in audit expenditures for the next fiscal year. This increase is budgeted so no budget amendment required.
CLA additional compensation request 7-26-22.pdf
CLA Agreement FY21-24 RFP 20-038 Profess Financial Auditing Svcs apprvd 4.6.21.pdf
Amendment 1.CliftonAllenLarson.SGS rev.pdf

8.G *Request approval of an updated Interlocal Agreement between DeSoto County BOCC, Glades County BOCC, Hardee County BOCC, Highlands County BOCC, and Okeechobee County BOCC for the continuation of services provided by the Heartland Library Cooperative.*
Vikki Brown, Highlands Library System Manager and Coordinator for the Heartland Library Cooperative
FINAL HEARTLAND LIBRARY COOPERATIVE INTERLOCAL AGREEMENT.pdf

8.H *Request the adoption of the updated Heartland Library Cooperative policies for the Highlands County Library System.*
Vikki Brown, Highlands Library System Manager and Coordinator for the Heartland Library Cooperative
POLICIES HLC Policies & Procedures Forms.pdf

8.I *Request adoption of Resolution 21-22-187 and approval of the supplement to the Local Agency Program (LAP) Agreement ("Supplement Agreement") between the State of Florida Department of Transportation (FDOT) and Highlands County, and request adoption of Resolution 21-22-191 for Budget Amendment 21-22-135.*
Clinton Howerton, Jr., P.E., County Engineer
Kenya A. Anderson, MSP, Project Manager
The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $151,000 and being appropriated in Cost Center 4102A (Transportation Projects), Project 19016 (Sun-N-Lake Blvd Sidewalk from W of Columbus to E of Columbus), Account No. 56301Z (Project Capital Improvements), which is being funded 100% through a grant from FDOT.
21-22-135 Proj 19016 SNL Blvd Sidewalk Add'l Grant Funding (BA).pdf
Sun-N-Lake_Location Map.pdf
Res. 21.22.187_FDOT Project 441739-1-38.58.68-01.CB - Final.pdf
21-22-191R Proj 19016 SNL Blvd Sidewalk Add'l Grant Funding (Resolution).pdf

8.J *Request adoption of Resolution 21-22-192 pertaining to the Sebring Ridge Utility Annuity, providing for the release of escrow account.*
Sherry G. Sutphen, County Attorney
Res 21.22.192_Sebring Ridge Utilities Escrow Account.SGS.pdf

8.K *Request approval of Budget Amendment 21-22-136 to transfer funds to affected cost center shortfalls*

David Nitz, OMB Manager
There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is transferring $50,000 from cost center 3991 (Local Emergency Mgmt.) to cost center 3200 (Public Safety), account 55211 (Gas & Oil) and cost center 5105 (Ambulance Service), account 53400 (Contractual Service) in the amounts of $47,500.00 and $2,500.00, respectively.
21-22-136 EMS Operating Add'l Funding (BA).pdf

8.L *Request approval of an Agreement with the Florida Network of Children's Advocacy Center to distribute proceeds from the Stop Child Abuse License Plate and Voluntary Contribution program and adoption of Resolution 21-22-193 for Budget Amendment 21-22-137.*
Julie Richardson, CAC Manager
The fiscal impact is an increase to Fund 005 (General) and the overall budget is increasing for FY22/23. This budget amendment is recognizing additional revenue in the amount of $2,962.83 in Fund 005, cost center 3995 (Children's Advocacy Center), and project 21111 (SCALP 22/23).
21-22-137 SCALP 22-23 (BA).pdf
21-22-137R SCALP 22-23 (Resolution).pdf
Please_DocuSign_License_Plate__Voluntary_Co (002)_SCALP (002).pdf

8.M *Request approval to accept dredging material from the Lake Henry dredging project to be used for County-related purposes and maintenance activities.*
Jonathan Harrison, Road & Bridge Director
Clinton Howerton, Jr., P.E., County Engineer
The fiscal impact is a one time amount of $2,634 that will come from the Transportation Trust Fund, Cost Centers 4102 ($1,966) and 4101 ($668). There will be no increase to either budget as a result of this project. This cost to the County will also offset by the County taking ownership of the dredging material as such fill material will be used for County related purposes and maintenance activities for which the County would have otherwise had to pay.

9 PUBLIC HEARING

9.A *Public hearing to consider adoption of Large Scale Comprehensive Plan Future Land Use Amendment CPA-22-602LS, for an approximate 8.09 acres, from Agriculture (AG), Commercial/Industrial Mixed Use (CI), and Industrial (I) to Commercial (C) and amend the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
Staff Report CPA-22-602LS for BCC Adoption Crutchfield.pdf
Application CPA-22-602LS Crutchfield.pdf
Ordinance CPA-22-602LS Crutchfield.pdf

9.B *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-605SS, for an approximate 0.69-acre parcel, from High Density Residential (RH) to Commercial (C).*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager

Staff Report CPA-22-605SS for BCC Davis & Harstine.pdf
Application CPA-22-605SS Davis & Harstine.pdf
Ordinance CPA-22-605SS Davis & Harstine.pdf

9.C *Public hearing to consider adoption of P&Z Hearing No. 2107, changing the Official Zoning Atlas for an approximate 0.69-acre parcel, from Industrial with a Conditional Use (I-2 CU) to Business District with a Conditional Use (B-3 CU).*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
Staff Report P&Z 2107 for BCC Davis & Harstine.pdf
Application P&Z 2107 Davis & Harstine.pdf
Resolution P&Z 2107 - Davis & Harstine.pdf

9.D *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-606SS, for an approximate 9.80-acre parcel, from Existing Designation Category (E) to Agriculture (AG).*
Rachel Barry, Zoning Supervisor
Staff Report CPA-22-606SS for BCC Darr.pdf
Ordinance CPA-22-606SS Darr.pdf
Application CPA-22-606SS Darr.pdf

9.E *Public hearing to consider adoption of P&Z Hearing No. 2108, changing the Official Zoning Atlas for an approximate 9.80-acre parcel, from Two-Family Dwelling District (R-2) to Agricultural District (AU).*
Rachel Barry, Zoning Supervisor
Staff Report P&Z 2108 for BCC Darr.pdf
Application P&Z 2108 Darr.pdf
Resolution P&Z 2108 - Darr.pdf

9.F *Public hearing to consider adoption of P&Z Hearing No. 2109, changing the Official Zoning Atlas for an approximate 0.45 acres, from Limited Business District (B-2) to Residential District (R-1).*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
Staff Report P&Z 2109 for BCC Taylor.pdf
Application P&Z 2109 Taylor.pdf
Resolution P&Z 2109 - Taylor.pdf

10 ACTION AGENDA

10.A *Request appointment of two (2) regular voting members to the Highlands County Planning and Zoning Commission acting as the Local Planning Agency and Board of Adjustment.*
Leah Sauls, Director of Development Services
No fiscal impact.
Committee Application_Campbell.pdf
Committee Application_Castro.pdf
FW_ Committee Application_ezell.pdf

Committee Application{_Giller.pdf
FW_ Committee Application_Laurence.pdf
Committee Application{_Long.pdf
Committee Application_ Lopez.pdf
Committee Application_Miller.pdf
Committee Application_Pipal.pdf
Committee Application_shoemaker.pdf
Committee Application_youngman.pdf
P_Z_Ranking_form.SGS FINAL.docx

11 COUNTY ADMINISTRATOR AND LEGAL

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

11.B *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, Interim County Administrator
There is no fiscal impact.
Status - Project Updates (FINAL) 09.20.2022.pdf
Status - Commissioner's Priorities (FINAL) 09.20.2022.pdf

12 COMMISSIONERS

13 INFORMATIONAL

13.A *Correction of scrivener's error in Memorandum of Understanding between University of Florida and Highlands County, approved by Highlands County on July 19, 2022.*
Sherry G. Sutphen, County Attorney
UF.HC.Faculty Staff MOU_Rev. 9.13.22

13.B *Board payables from September 6, 2022 to September 19, 2022*

14 ADJOURN

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

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act or Section 286.26 Florida Statutes should contact Human Resources, ADA Coordinator at: 863-402-6509 (voice), or via Florida Rely Service 711, or by

e-mail: hrmanager@highlandsfl.gov." Requests for CART or interpreter services should be made as soon as possible but no later than 48 hours in advance to permit coordination of the service.

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER: **Johnathan Harrison, Road and Bridge Director**

SUBJECT/TITLE: **Recognition of Danny Lamere, Road and Bridge Crew Leader, on his retirement. Danny has over 9 years of service with Highlands County.**

STATEMENT OF ISSUE

Danny Lamere started as a tractor mower operator in July of 2013, moved to an equipment I operator several months later and in May of 2015 he moved to his current position as a crew leader.

RECOMMENDED ACTION

Recognize Danny Lamere, Road and Bridge Crew Leader, on his retirement.

FISCAL IMPACT

No Fiscal Impact

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER: **Amanda Valentine, Purchasing Analyst**

SUBJECT/TITLE: **Request approval to move forward with the sale of 35 County owned surplus properties and provide the County Administrator authority to execute the Deeds.**

STATEMENT OF ISSUE

The Board approved the sale of various County owned properties. Staff initiated a sale of certain properties through the County's competitive bid process (ITB 22-0014), in accordance with Florida Statutes 125.35(2). The County received and opened bids on those properties on March 1, 2022 and is recommending the sale of 35 bid properties as identified in the attached Notices of Intent to Award Sale. In accordance with Ordinance 16-17-08, the Notice of Intent to Accept Offer was posted on August 23, 2022 and August 30, 2022 respectively. They buyers have provided a 10% deposit on the property they are purchasing. The completion of the sale will not exceed 30 days. Total this sale is $132,610.00.

RECOMMENDED ACTION

Move to approve the sale of the attached identified 35 County owned surplus properties for the total amount of $132,610.00 and provide the County Administrator the authority to execute the Deeds.

FISCAL IMPACT

The fiscal impact is revenue totaling $ 132,610.00 to the General Fund from the sale of the properties and properties will be back on the Tax Roll

Attachments: Notice of Intent-Revised 8.23.22 Board.pdf
Notice of Intent -Revised 8.30.22 Board.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DIVISION

NOTICE OF INTENT TO ACCEPT OFFER TO PURCHASE SURPLUS PROPERTY

SALE OF SURPLUS COUNTY PROPERTY

	Parcel ID	Address	Min	Offer	Bidder	Recommend
1	C-04-34-28-100-1600-0390	8747 SUN N LAKES BLVD SEBRING FL 33872	$ 3,600.00	$ 4,111.00	Metric Measures LLC	Yes
2	C-04-34-28-100-1600-0400	8735 SUN N LAKES BLVD SEBRING FL 33872	$ 3,600.00	$ 4,111.00	Metric Measures LLC	Yes
3	C-04-34-28-100-1600-0410	8723 SUN N LAKES BLVD SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
4	C-04-34-28-100-1600-0440	8635 SUN N LAKES BLVD SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
5	C-04-34-28-100-1600-0450	8629 SUN N LAKES BLVD SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
6	C-04-34-28-100-1600-0460	8613 SUN N LAKES BLVD SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
7	C-04-34-28-100-1600-0470	8601 SUN N LAKES BLVD SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
8	C-04-34-28-100-1600-0480	8531 SUN N LAKES BLVD SEBRING FL 33872	$ 3,600.00	$ 3,777.00	Metric Measures LLC	Yes
9	C-04-34-28-102-6240-0140	8944 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
10	C-04-34-28-102-6240-0200	8910 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
11	C-04-34-28-102-6240-0300	8808 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
12	C-04-34-28-102-6240-0380	8724 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
13	C-04-34-28-102-6240-0430	8652 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
14	C-04-34-28-102-6240-0520	8550 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
15	C-04-34-28-102-6240-0550	8526 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
16	C-04-34-28-102-6270-0020	8609 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
17	C-04-34-28-102-6280-0020	8539 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
18	C-04-34-28-102-6280-0040	8517 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
19	C-04-34-28-102-6280-0050	8509 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
20	C-04-34-28-100-1540-0720	4101 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
21	C-04-34-28-100-1550-0160	8735 SANADA ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
22	C-04-34-28-100-1550-0190	8701 SANADA ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
23	C-04-34-28-100-1550-0220	8629 SANADA ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
24	C-04-34-28-100-1550-0240	8605 SANADA ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
25	C-04-34-28-100-1550-0270	8525 SANADA ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
26	C-04-34-28-100-1560-0020	8526 SANADA ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes

	Parcel ID	Address	Min	Offer	Bidder	Recommend
27	C-04-34-28-100-1560-0080	8640 SANADA ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
28	C-04-34-28-100-1570-0070	8624 PRIMAVERA ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
29	C-04-34-28-100-1570-0100	8700 PRIMAVERA ST SEBRING FL 33872	$ 3,600.00	$ 3,881.00	Metric Measures LLC	Yes
30	C-04-34-28-100-1570-0220	8643 TUNIS ST SEBRING FL 33872	$ 3,600.00	$ 3,611.00	Metric Measures LLC	Yes
31	C-04-34-28-100-1570-0250	8607 TUNIS ST SEBRIG FL 33872	$ 3,600.00	$ 4,111.00	Metric Measures LLC	Yes
32	C-04-34-28-100-1570-0300	8501 TUNIS ST SEBRING FL 33872	$ 3,600.00	$ 3,711.00	Metric Measures LLC	Yes
33	C-04-34-28-100-1580-0210	8748 TUNIS ST SEBRINGFL 33872	$ 3,600.00	$ 4,111.00	Metric Measures LLC	Yes
		Total		**$ 121,699.00**		

Notice of Intent to Accept Offer was posted to Highlandsfl.gov at 9:30 a.m. on August 23,2022

The Board of County Commissioners will consider the offers at their September 20th Board Meeting which will begin at 9:00 AM

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DIVISION

NOTICE OF INTENT TO ACCEPT OFFER TO PURCHASE SURPLUS PROPERTY

SALE OF SURPLUS COUNTY PROPERTY

	Parcel ID	Address	Min	Offer	Bidder	Recommend
1	S-20-34-29-150-1900-0020	831 FIELDER BLVD, SEBRING		$ 7,111.00	Metric Measures, LLC	Yes
2	C-35-33-28-050-0000-0580	1672 PARDEE SUB RD AVON PARK FL 33825		$ 3,800.00	New River Distribution LLC	Yes
		Total		**$ 10,911.00**		

Notice of Intent to Accept Offer was posted to Highlandsfl.gov at 8:30 a.m. on August 30,2022

The Board of County Commissioners will consider the offers at their September 20th Board Meeting which will begin at 9:00 AM

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER:	**Jeff King, Executive Manager of Business and Economic Development**
SUBJECT/TITLE:	**Request for support and signature for the letter of support for Florida Heartland Economic Region of Opportunity's (FHERO) Department of Economic Opportunity Grant Application.**

STATEMENT OF ISSUE

FHERO is applying for a Department of Economic Opportunity Grant; a letter of support from each county in the FHERO region is required for submission of the grant application.

RECOMMENDED ACTION

Move to support and sign the letter of support for Florida Heartland Economic Region of Opportunity's (FHERO) Department of Economic Opportunity Grant Application.

Attachments: FHERO RDG Support Letter.Highlands 2022-2023.docx

FHERO
FLORIDA HEARTLAND ECONOMIC REGION OF OPPORTUNITY
DESOTO • GLADES • HARDEE • HENDRY • HIGHLANDS • OKEECHOBEE
BELLE GLADE • IMMOKALEE • PAHOKEE • SOUTH BAY

09/20/2022

Mr. Terry Burroughs, Chairman
Florida Heartland Economic Region of Opportunity, Inc. (FHERO)
c/o Robbie Chartier
304 NW 2nd Street
Room 123
Okeechobee, Florida

Dear Mr. Burroughs:

On behalf of Highlands County, we are submitting this letter of support for FHERO's Grant application being submitted to Department of Economic Opportunity.

FHERO provides economic development support and collaboration throughout the south central region through marketing, facilitation and advocacy in rural South Central Florida. The regional collaboration builds capacity by linking and uniting leadership networks. Over the last few years, the Counties in the FHERO region have seen the benefit of collaboration and leveraging each other's resources to gain strength individually, as well as regionally. The Counties, as well as other regional partners, value the ability to have discussions and resolve issues with partners that not only understand, but share the same challenges, goals and aspirations.

We appreciate the FHERO Board of Directors' and staff's proactive approach to regional collaboration. We look forward to another successful year.

Sincerely,

_____

Kathleen G. Rapp, Chair
Highlands County Board of County Commissioners

Memo To: FHERO Board of Directors

Re: 2021-2022 Accomplishments

Good Afternoon,

As we approach the end of the funding cycle, the Board of Directors is furnishing a list of accomplishments from FHERO. This helps in supporting the funding we receive from each City and County, but also provides insight to the value of the organization to the South Central Regional of Opportunity (RAO) as designated by the legislature. The following is a list of accomplishments during this fiscal year:

1. Submitted a Regional Development Grant to DEO with the following deliverables.
    a. Provided funding for the development of a strategic plan for Hendry EDC
    a. Provided funding for broadband feasibility studies in Desoto and Highlands Counties
    b. Provided funding for Professional Services contracts to City of Immokalee for commercial development at Airpark Blvd industrial site and a retail assessment in the City of Immokalee.
    c. Provided funding to convert the Hardee County and FHERO websites for ADA compliance.
    d. Conducted a joint webinar with FEDC on economic development and the need for broadband services.
2. Provide educational training dollars for each EDO to achieve their CEcD certification
3. Conducted joint meetings between Enterprise Florida, DEO and FHERO EDOs
4. Conducted weekly meetings with our Washington and Tallahassee lobbyists with Opportunity Florida and the North Florida Economic Development Partnership
5. Provided Business Retention and Expansion guidelines to each EDO member for tailoring to their own respective communities.
6. Conducted multiple meetings with Legislative officials on broadband bills and successfully appropriate $1.4M for data mapping for broadband in the State
7. Worked with our lobbyists to create a new Rural Development Grant process which would have reduced the match each region is required when submitting a grant request
8. Participated on monthly REDI calls reporting economic development efforts in the South-Central RAO to DEO.
9. Conducted bi-monthly meetings with the EDOs.
10. Conducted meetings with the Board of Directors and provided monthly emails on financial status.
11. Co-Sponsored Rural Florida Days in Tallahassee marketing our region
12. Co-sponsored the Rural Summit in St Augustine, Fl brining together all rural counties to understand the challenges of economic development in rural Florida

As with any organization, we continue to rebuild the regional economic development organization to accommodate the everchanging business development environment we face each day. It is imperative for the County and EDO representatives to participate in the meetings especially when we begin the process of securing projects for funding via the Rural Development Grant cycle. I hope this provides you the type of support we are continuing to provide to achieve economic greatness in our region.

If you should have questions or concerns, I am always available to respond to your needs. I can be reached via email (tburroughs@co.okeechobee.fl.us) or via my cell phone (863-532-6036).

With Regards,

Terry W. Burroughs

Terry Burroughs
FHERO Chairman

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Request approval of Budget Amendment 21-22-134 to transfer funds from Regular Salaries & Wages (51200) and Professional Services (53100) to Project Professional Services (53100Z) within the 2700 Cost Center for Planning Services related to long range planning.**

STATEMENT OF ISSUE

The Development Services Staff, in conjunction with the Engineer Department Staff, have determined that the County is in need of a review of our Concurrency requirements. This review will likely require updates to the Comprehensive Plan, Land Development Regulations, and Technical Standards Manual, as well as a Long Range Transportation Plan for our local roadways.

Due to the shortage of employees in Planning, the current staff is unable to complete this project in house and will need to hire Planning consultants to assist. We are requesting to move lapsed Salaries and Wages and unused funds from Professional Services into a project account to fund this project.

RECOMMENDED ACTION

Move to approve Budget Amendment 21-22-134 to transfer funds from Regular Salaries & Wages (51200) and Professional Services (53100) to Project Professional Services (53100Z) within the 2700 Cost Center for Planning Services related to long range planning.

FISCAL IMPACT

There is no fiscal impact to fund 005 (General) as the request is to move $120,000 of lapsed salaries 2700/51200 (Regular Salaries & Wages) and $5,000 of unused funds from 2700/53100 (Professional Services) to 2700/53100Z (Project Professional Services), Project 21110 (Concurrency/LRTP Updates).

Attachments: 21-22-134 Project 21110 Concurrency-LRTP Updates (BA).pdf

REVIEWED
O.M.B DEPARTMENT
September 6, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **8/31/2022** SUBMITTED BY: **Melony Culpepper**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2700**

PROJECT(S) #: **21110** PROJECT TITLE(S): **Concurrency/LRTP Updates** COST CENTER TITLE(S): **Planning and Zoning**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	2700	51200	Regular Salaries & Wages		382,641.00		120,000.00	262,641.00
E	005	2700	53100	Professional Services		52,500.00		5,000.00	47,500.00
E	005	2700	53100Z	Project Professional Services	21110	0.00	125,000.00		125,000.00
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate current FY funds into Project 21110-Concurrency/LRTP Updates to allow the County to hire a Planning consultant to update the County's concurrency requirements, including amendments to the Comprehensive Plan, Land Development Regulations, Technical Standards Manual, and Long Range Transportation Plan.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-134**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

XX ITEM TO ITEM

_____ RESERVE

_____ BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

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

SUBJECT/TITLE: **Request to approve and execute the plat of Skinner Homesites for recordation.**

STATEMENT OF ISSUE

Attached for your consideration and approval is the Plat Mylar for the Skinner Homesites which was prepared by Sherco Land Surveying, Inc. on behalf of the owners Thomas R. Sally A., Charles Margaret Skinner. The land subdivision process has been completed for this portion of property located at located at 745 E. Main Street, Avon Park, FL, 33825, as outlined in Chapter 12, Article 4 of the Highlands County Code of Ordinances Land Development Regulations.

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

RECOMMENDED ACTION

Move to approve and execute the plat of Skinner Homesites for recordation.

FISCAL IMPACT

There will be no additional fiscal impact, E. Main Street, and N. Marshall Avenue are maintained by the County and N. Rosewood Avenue is maintained by the City of Avon Park.

Attachments: Skinner Homesites Plat for Recordation.pdf
Skinner Homesites_Location Map-11x17.pdf

PLAT OF
SKINNER HOMESITES
A REPLAT OF A PORTION OF LOT 14, BLOCK 1, SECTION 23, TOWNSHIP 33 SOUTH, RANGE 28 EAST, TOWN OF AVON PARK, TRANSCRIPT BOOK PAGE 13 HIGHLANDS COUNTY, FLORIDA.
AUGUST 2022

LEGAL DESCRIPTION: WEST PARCEL (ORB 2812, PG 1928)
The West half of Lot 14, Block 1, LESS AND EXCEPT Road right-of-way, Section 23, Township 33 South, Range 28 East, according to the plat thereof; recorded in Plat Book 1, Page 33 of the Public Records of DeSoto County, of which Highlands County was formerly a part of.

LESS AND EXCEPT LEGAL DESCRIPTION RECORDED IN QUIT CLAIM DEED IN OFFICIAL RECORDS BOOK 2418, PAGE 1073 AND WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2650, PAGE 1664.

The Northerly 100 feet of the West 1/2 of Lot 14, Block 1, LESS AND EXCEPT, Road right-of-way, Section 23, Township 33 South, Range 28 East, according to the plat thereof recorded in Plat Book 1, Page 33, Public Records of DeSoto County, Florida, of which Highlands County was formerly a part.

ALSO KNOWN AS

Commence at the Southwest corner of Lot 14, Block 1, TOWN OF AVON PARK in Section 23, Township 33 South, Range 28 East, according to the plat thereof as recorded in Plat Book 1, Page 33 of the Public Records of DeSoto County, Florida, of which Highlands County was formerly a part of; thence N00°11'09"E for 50.00 feet to the Point of Beginning #1: thence S89°45'15"E for 332.49 feet; thence N00°09'41"E for 511.91 feet to a point 100 feet South of the North line of said Lot 14, Block 1; thence N89°47'23"W, 100 feet south of and parallel to the North line of said Lot 14, Block 1, for 332.27 feet; thence S00°11'09"W for 511.71 feet return to the Point of Beginning #1.

LEGAL DESCRIPTION: EAST PARCEL (ORB 2812, PG 1925)
The East Half of Lot 14, Block 1, LESS AND EXCEPT, Road right-of-way, Section 23, Township 33 South, Range 28 East, according to the plat thereof as recorded in Plat Book 1, Page 33, Public Records of DeSoto County, which Highlands County was formerly a part of.

LESS AND EXCEPT LEGAL DESCRIPTION RECORDED IN WARRANTY DEED IN OFFICIAL RECORDS BOOK 2687, PAGE 1214;

The North 100 feet of the East Half of Lot 14, Block 1, Section 23, Township 33 South, Range 28 East, according to the plat thereof as recorded in Plat Book 1, Page 33, Public Records of DeSoto County, Florida which Highlands County was formerly a part of Less the Easterly 185 feet thereof.

LESS AND EXCEPT LEGAL DESCRIPTION RECORDED IN WARRANTY DEED IN OFFICIAL RECORDS BOOK 2148, PAGE 62:

The Northerly 185 feet of the Easterly 185 feet of the East 1/2 of Lot 14, Block 1, Section 23, Township 33 South, Range 28 East, according to the plat thereof as recorded in Plat Book 1, Page 33, Public Records of DeSoto County, Florida, of which Highlands County was formerly a part. Said Easterly 185 feet dimension being measured from the Westerly edge of the road right-of-way for Marshall Road.

ALSO KNOWN AS

Commence at the Southwest corner of Lot 14, Block 1, TOWN OF AVON PARK in Section 23, Township 33 South, Range 28 East, according to the plat thereof as recorded in Plat Book 1, Page 33 of the Public Records of DeSoto County, Florida, of which Highlands County was formerly a part of; thence N00°11'09"E for 50.00 feet; thence S89°45'15"E for 332.49 feet to the Point of Beginning #2: thence N00°09'41"E for 511.91 feet to a point 100 feet South of the North line of said Lot 14, Block 1; thence S89°47'23"E parallel to the North line of said Lot 14 Block 1, for 127.28 feet; thence S00°07'56"W for 85.02 feet; thence S89°47'23"E for 185.02 feet to the West right-of-way line of Marshall Avenue, a 40 foot wide right-of-way; thence S00°08'28"W along said right-of-way for 427.13 feet; thence N89°45'15"W for 312.48 feet returning to Point of Beginning #2.

CERTIFICATE OF APPROVAL BY SURVEYOR FOR COUNTY

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

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

CERTIFICATE OF SURVEYOR

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY THAT THIS PLAT ENTITLED 'SKINNER HOMESITES', 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 FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL LAND SURVEYORS' STANDARDS OF PRACTICE FOR LAND SURVEYING AS DEFINED IN CHAPTER 5 J-17, FLORIDA ADMINISTRATIVE CODE, AND WITH CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES.

DATE 9/2/22

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

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

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ON LINE NOTARIZATION OF THOMAS R. SKINNER, WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO DID/DID NOT TAKE AN OATH THIS ____ DAY OF _____, 2022.

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

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ON LINE NOTARIZATION OF SALLY A. SKINNER, WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO DID/DID NOT TAKE AN OATH THIS ____ DAY OF _____, 2022.

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

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ON LINE NOTARIZATION OF CHARLES SKINNER, WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO DID/DID NOT TAKE AN OATH THIS ____ DAY OF _____, 2022.

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

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ON LINE NOTARIZATION OF MARGARET SKINNER, WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO DID/DID NOT TAKE AN OATH THIS ____ DAY OF _____, 2022.

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

CERTIFICATE OF CLERK

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, JEROME 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 RECORD OF MAPS AND PLATS, AND THIS DAY FILED THE SAME FOR RECORD IN BOOK_____OF PLATS AT PAGE ____ OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

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

_____CLERK OF THE CIRCUIT COURT

(SEAL)

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOWN ALL MEN BY THESE PRESENTS, THAT THOMAS R. SKINNER, SALLY A. SKINNER, CHARLES SKINNER, AND MARGARET SKINNER BEING THE OWNERS IN FEE SIMPLE OF THE OF THE LANDS DESCRIBED IN THIS PLAT, ENTITLED SKINNER HOMESITES, DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE PURPOSE AND USES EXPRESSED HEREIN.

_____ WITNESS
_____ WITNESS PRINT NAME / DATE
_____ WITNESS
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_____ WITNESS PRINT NAME /DATE
_____ WITNESS
_____ WITNESS PRINT NAME /DATE

_____ THOMAS R. SKINNER

_____ SALLY A. SKINNER

_____ CHARLES SKINNER

_____ MARGARET SKINNER

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

SIGNED _____ CHAIRMAN OF THE BOARD.

ATTEST _____ CLERK OF THE BOARD (SEAL)

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

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

CERTIFICATE OF APPROVAL BY DEVELOPMENT SERVICES DIRECTOR

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

_____ _____
LEAH M. SAULS DEVELOPMENT SERVICES DIRECTOR DATE

CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

_____ _____
SHERRY G. SUTPHEN COUNTY ATTORNEY DATE

PLAT BOOK ____, PAGE ____

SHEET 1 OF 2

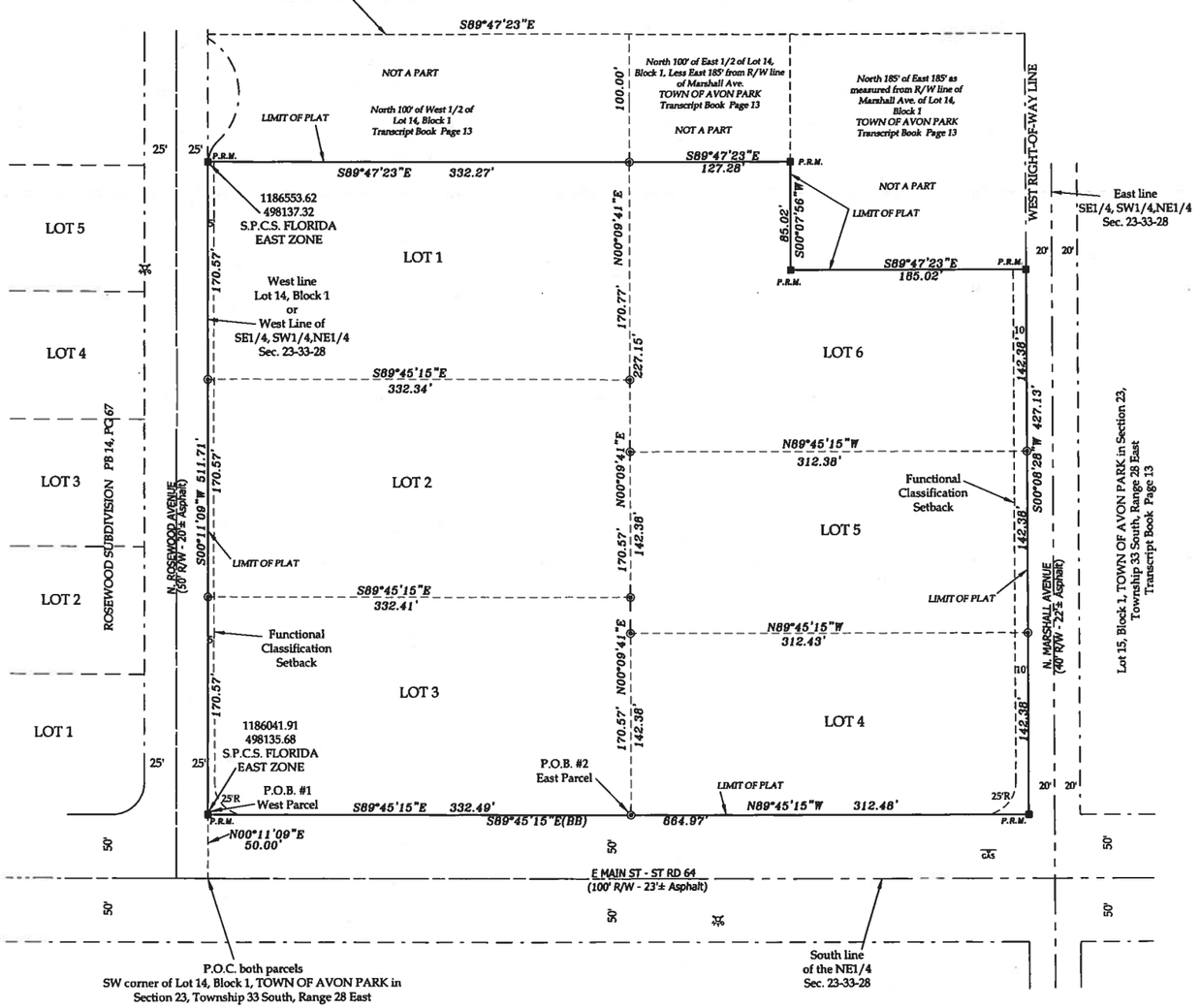
Z:\TEMPORARY\2022-NEW\2352821\2352821A\2352821A preliminary plat.dwg, 9/2/2022 10:37:23 AM, PDFWS

PLAT OF
SKINNER HOMESITES

A REPLAT OF A PORTION OF LOT 14, BLOCK 1, SECTION 23, TOWNSHIP 33 SOUTH, RANGE 28 EAST, TOWN OF AVON PARK, TRANSCRIPT BOOK PAGE 13 HIGHLANDS COUNTY, FLORIDA.

JULY 2022

GRAPHIC SCALE
0 50 75 100
(1 inch = 50 ft.)



LOCATION MAP
(NOT TO SCALE)

LEGEND:

P.R.M. = Permanent Reference Monument
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
■ = 4" x 4" Concrete Monument (P.R.M.) (LB 7827)
● = 5/8" Iron Rod and Cap (LB 7827)
(BB) = Basis of Bearings
S.P.C.S. = State Plane Coorinate System

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE ARE NO EXISTING BUILDINGS, CULVERTS, EASEMENTS, BOUNDARIES OF INCORPORATED AREAS, LAKES, STREETS, WATER COURSES OR WATER MAINS EXCEPT AS SHOWN OR NOTED. ALL LOTS MEET THE MINIMUM SQUARE FOOTAGE AND ROAD FRONTAGE ALLOWED BY THE CURRENT ZONING CLASSIFICATION.

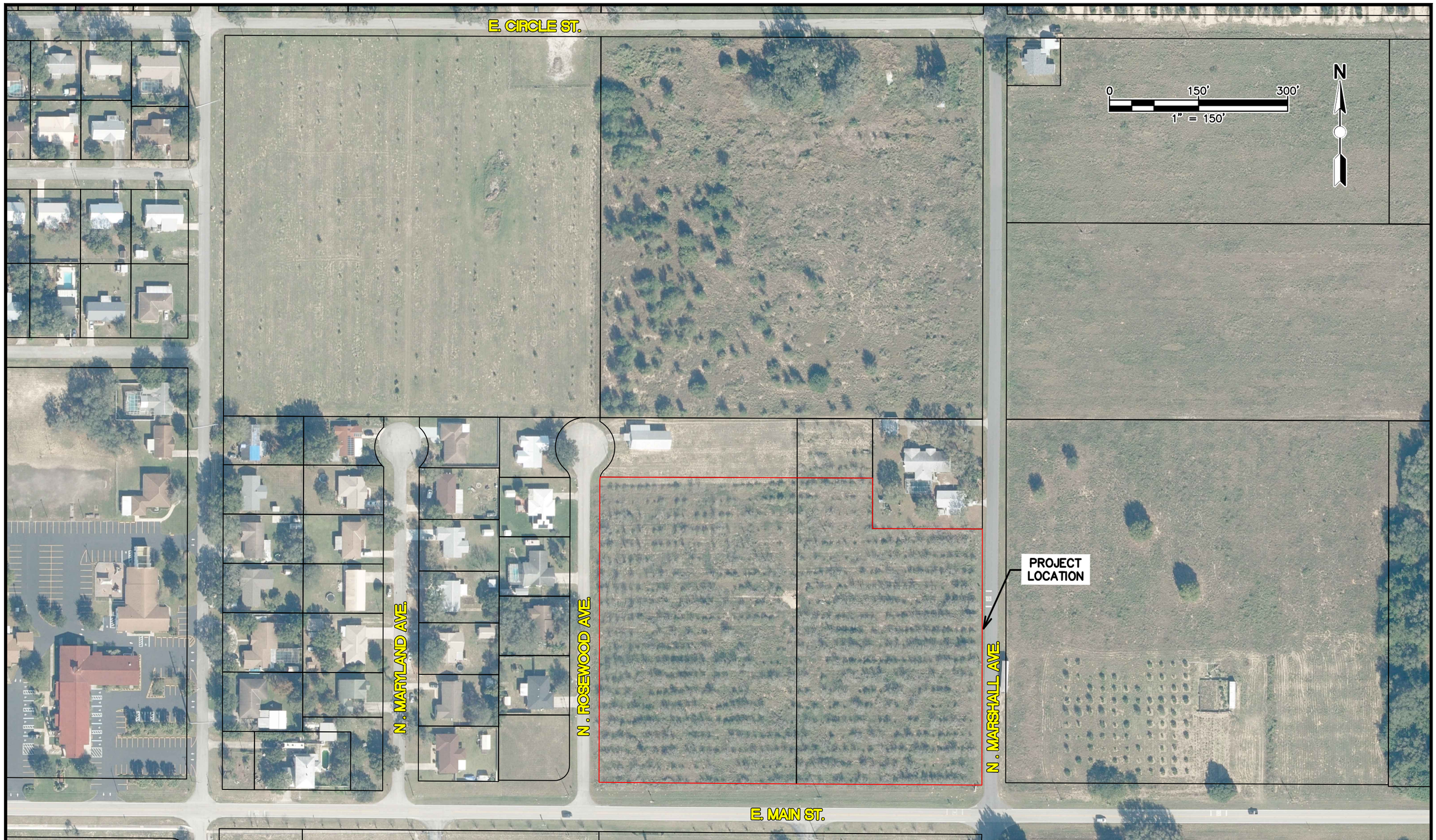
SURVEYOR'S NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF EAST MAIN STREET, (STATE ROAD 64). AS BEING N 89°45'15" E.
2) COORDINATES AS SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.
3) LOTS TO BE SERVED BY CENTRAL WATER AND SEPTIC TANK.

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

PLAT BOOK ____, PAGE ____

C:\USERS\JOSH.SHERCO\DOCUMENTS\18181 Avon Park\Survey\18181 Plat.dwg, 8/2/2022 9:04:26 AM, JOSH



REVISIONS			STATUS
DATE	BY	DESCRIPTION	FOR INFORMATION

G:\Mahoney\DWGS\Skinner Homesites_Location Map.dwg, 11x17, Mahoney, Stacey Colors As Black Except Gray Colors.ctb

DESIGNED BY: N/A
DRAWN BY: STACEY MAHONEY
CHECKED BY: N/A
IN CHARGE: N/A
DATE: 9/6/2022

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

APPROVED BY: N/A
FLORIDA REGISTRATION NO.: N/A
DATE:

COUNTY OF HIGHLANDS STATE OF FLORIDA 1921

SKINNER HOMESITES

LOCATION MAP

SCALE:
HORIZ. 1"=150'
VERT. N/A

PROJECT NO. N/A
REV. 0

SHEET 1 OF 1

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

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 2022-2023.**

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.

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 2022-2023.

FISCAL IMPACT

The payment to AHCA will not exceed $357,097 to provide an income projection of $893,861, for a net positive impact of approximately $536,764 in supplemental payments.

Attachments: PEMT_Letter of Agreement with AHCA FY 22-23.pdf

DocuSign Envelope ID: 50D36EBE-2C27-4E49-8AA7-FDD25E5A21D4

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2022, by and between **Highlands County, Florida** (the "IGT Provider") on behalf of 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 2022-156 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 House Bill 5001, the General Appropriations Act of State Fiscal Year 2022-2023, passed by the 2022 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **$357,097.52** . The IGT Provider and the Agency have agreed that these IGT funds will only be used for the PEMT program.

2. The IGT Provider will return the signed LOA to the Agency.

3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **$357,097.52** . The IGT Provider will transfer payments to the Agency in the following manner:

    a. Per Florida Statute 409.908, annual payments for the months of July 2022 through June 2023 are due to the Agency no later than October 31, 2022, unless an alternative plan is specifically approved by the agency.

    b. The Agency will bill the IGT Provider when payment is due.

4. The IGT Provider 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

DocuSign Envelope ID: 50D36EBE-2C27-4E49-8AA7-FDD25E5A21D4

i. IGT Provider 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. IGT Provider 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. IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

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

d. ASSIGNMENT AND SUBCONTRACTS

i. The IGT Provider 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.
The IGT Provider 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. IGT Provider 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

DocuSign Envelope ID: 50D36EBE-2C27-4E49-8AA7-FDD25E5A21D4

of these aforementioned supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. IGT Provider agrees the following provision shall be included in any agreements between IGT Provider 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, 2022, through June 30, 2023, and shall be terminated September 30, 2023, 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 2022-2023**
Estimated IGTs	**$357,097.52**
Total Funding Not to Exceed	

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

IGT Provider

SIGNED BY: _____

NAME: Kathleen G. Rapp

TITLE: Chair

DATE: September 20, 2022

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER:	**Tanya Cannady, CPA, CDM** **Business Services Director**
SUBJECT/TITLE:	**Request change order approval for Clifton Larson Allen (CLA) external audit agreement for fiscal year 2022-2023.**

STATEMENT OF ISSUE

Two new government accounting standards are required to be implemented for the County's fiscal year ended September 30, 2022. These standards will require significant additional audit procedures. CLA is requesting additional compensation to audit these new standards as required by Government Accounting Standards Board.

RECOMMENDED ACTION

Motion to approve change order for Clifton Larson Allen (CLA) external audit agreement for fiscal year 2022-2023.

FISCAL IMPACT

The fiscal impact is an increase of $10,598 in audit expenditures for the next fiscal year. This increase is budgeted so no budget amendment required.

Attachments: CLA additional compensation request 7-26-22.pdf
CLA Agreement FY21-24 RFP 20-038 Profess Financial Auditing Svcs apprvd 4.6.21.pdf
Amendment 1.CliftonAllenLarson.SGS rev.pdf

CliftonLarsonAllen LLP
2523 US Highway 27 South
Sebring, FL 33870

phone 863-385-1577 fax 863-385-0647
CLAconnect.com

July 26, 2022

Laurie Hurner, Interim County Administrator
Tanya Cannady, Business Services Director
Jerome Kaszubowski, Clerk of Circuit Court & Comptroller
Sally Hood, Accounting and Finance Director
Highlands County, Florida

RE: Audit for Year Ending September 30, 2022

Two significant new standards are required to be implemented for the County's fiscal year ended September 30, 2022.

- GASB Statement No. 87, *Leases*
- Statement on Auditing Standards No. 134

We have determined that implementation of these standards will require significant additional audit procedures. In accordance with paragraph 12.a. of the *Agreement Between Highlands County and CliftonLarsonAllen LLP for Professianol Financial Auditing Services*, we respectfully request additional compensation of $10,598 due to the additional work required. Attached is a schedule calculating the additional fees.

Please let me know when you are available to meet to discuss our request.

Thank you,

CliftonLarsonAllen LLP

Julie S. Fowler

Julie S. Fowler, CPA
Signing Director
(863) 202-8116
julie.fowler@CLAconnect.com

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See CLAglobal.com/disclaimer

Proposed Additional Fees

Audit of the County's Implementation of GASB Statement No. 87 - *Leases*

	Billing Rate Per Attach A	Billing Rate Adj by CPI*	Estimated Hours	Extended Amount
Principals and Signing Directors	$ 300	$ 312	2	$ 624
Managers and Directors	$ 225	$ 234	5	$ 1,170
Seniors	$ 135	$ 140	10	$ 1,400
Staff	$ 110	$ 114	25	$ 2,850
Administrative	$ 90	$ 94	0	$ -
			Total	$ 6,044

Implementation of Statement on Auditing Standards (SAS) No. 134

	Billing Rate Per Attach A	Billing Rate Adj by CPI*	Estimated Hours	Extended Amount
Principals and Signing Directors	$ 300	$ 312	3	$ 936
Managers and Directors	$ 225	$ 234	5	$ 1,170
Seniors	$ 135	$ 140	8	$ 1,120
Staff	$ 110	$ 114	10	$ 1,140
Administrative	$ 90	$ 94	2	$ 188
			Total	$ 4,554

* Section 2 below caps the CPI increase at 4%. Because CPI for June 2022 was over 8%, we are assuming the 4% maximum will apply.

ATTACHMENT A

HOURLY RATE SCHEDULE FOR SPECIAL PROJECTS

Classification	Billing Rate
Principals and Signing Directors	$300
Managers and Directors	$225
Seniors	$135
Staff	$110
Administrative	$90

1) The above rates are for special projects that would require additional work outside of the scope of the contracted auditing services. Any additional work outside of the scope of the contracted auditing services shall be authorized by an addendum to the Agreement for Professional Financial Auditing Services executed by both parties.

2) The above rates will be adjusted annually by the Consumer Price Index published by the Bureau of Labor Statistics. The Consumer Price Index for Urban Wage Earners and Clerical Workers (Current Series), Top Picks, U.S. All Items, 1982-84 seasonally unadjusted for the last twelve months as of September for each year, with a minimum of zero percent increase and a maximum increase of four percent per year.

8.K.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER: **Tanya Canady, Business Services Director**
Christine Davis, Purchasing Manager

SUBJECT/TITLE: **Request approval of Agreement between Highlands County and CliftonLarsonAllen, L.L.P. for professional financial auditing services for the fiscal years 2021 through 2024.**

STATEMENT OF ISSUE

The Request for Proposals for professional auditing services was advertised on July 25, 2020. Five firms submitted proposals for the evaluation committee's review. Based on Florida Statutes, the selection committee for local government included C. Raymond McIntyre, Property Appraiser, Paul Blackman, Sheriff, Penny Ogg, Supervisor of Elections, Eric Zwayer, Tax Collector and Commissioner Tuck. Technical assistance was provided by Sally Hood, in her previous position as Director of Accounting for the Clerk of Courts. The committee met on September 10, 2020 and selected CliftonLarsonAllen, LLP as the highest scoring and most qualified firm. A contract was negotiated with key dates and responsibilities. This contract provides for a four year term that includes FY21- FY24 and has an option for the Board to extend the contract for one additional year.

RECOMMENDED ACTION

Move to approve the Agreement between Highlands County and CliftonLarsonAllen, L.L.P. for professional financial auditing services for the fiscal years FY21 through FY24.

FISCAL IMPACT

The fiscal impact is as follows for each Fiscal Year:
FY21 - $183,750.00; FY22 - $185,745.00; FY23 - $187,740.00; and FY24 - $189,735.00

Attachments: CLA Agreement-signed.pdf
RFP 20-038 Recommended Award.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD
20-038 RFP
External Audit Services
Proposal Opening Date: August 25, 2020

Company	Score	RANK
CliftonLarsonAllen LLP	503	1
Cherry Bekaert LLP	410	2
MSL, P.A.	402	3
Carr, Riggs & Ingram LLC	398	4
Mauldin & Jenkins, LLC	379	5

Notice of Recommended Award to CliftonLarsonAllen, LLP (CLA) the highest ranking firm.

Local Preference was not used to award this project.

This award for external audit services will be effective for the FY 21 through FY 24 ending on September 30, 2024 , with a possible one year extension, for services identified in the solicitation at the pricing identified the the CLA proposal and shown below:

FY 21 - $183,750.

FY 22 - $185,745 .

FY 23 - $187,740.

FY 24 - $189,735.

Intent to Award was posted to www.highlandsfl.gov at 5:30 p.m. on September 11, 2020 and emailed to each propose

End of protest period: 4 P.M. on September 16, 2020.

Recommendation:

Recommed awarding to the highest ranked responsive and responsible proposer CliftonLarsonAllen LLP.

Christine Davis 10-23-20 — Sally Hood 10-23-20

Christine Davis, Purchasing Manager Date — Sally Hood, Director of Accounting - Clerk of Courts Date

Recommendation approved by:

Randy Vosburg 11/2/2020

Randy Vosburg, County Administrator Date

AGREEMENT BETWEEN HIGHLANDS COUNTY AND
CLIFTON LARSON ALLEN LLP
FOR PROFESSIONAL FINANCIAL AUDITING SERVICES

THIS AGREEMENT, made and entered into this 6 day of April 2021, by and between Highlands County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County," and CliftonLarsonAllen LLP registered in the State of Minnesota, hereinafter referred to as the "Auditor":
WITNESSETH:

WHEREAS, Section 125.01, Florida Statutes, authorizes the County to "employ an independent certified public accounting firm to audit any funds, accounts, and financial records of the county and its agencies and governmental subdivisions"; and

WHEREAS, the County issued a Request for Proposals, RFP #20-038, incorporated herein by reference, for professional external auditing services; and

WHEREAS, the Auditor submitted a proposal in response to the County's Request for Proposals; and

WHEREAS, the County has selected the Auditor based upon the submitted proposal as a qualified applicant to perform the requested financial and compliance auditing services.

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

1. Term. This Agreement shall commence on the day and year above first written and shall continue in full force until completion of the audits for the County's fiscal years ending September 30, 2021, 2022, 2023, and 2024, unless earlier terminated as provided herein, and may be extended for an additional period of one (1) fiscal years at the recommendation of the Audit Selection Committee and the discretion of the Board.

2. Scope of Services. The County engages the Auditor and Auditor agrees to perform in a good and professional manner the services stated in RFP # 20-038 and set forth herein. The Auditor agrees to conduct a financial audit of all funds of the County, including blended Special Districts for which the Board of County Commissioners is the Board of Supervisors for the fiscal years ending September 30, 2021, 2022, 2023, and 2024. The Auditor will draft and audit the basic financial statements required by generally accepted accounting principles (GAAP), including blended Special Districts for which the Board of County Commissioners is the Board of Supervisors for the fiscal years ending September 30, 2021, 2022, 2023, and 2024. The Auditor will draft and audit the fund financial statements of the following Constitutional Officers for the fiscal years ending September 30, 2021, 2022, 2023, and 2024:

Clerk of the Circuit Court
Property Appraiser
Sheriff
Supervisor of Elections
Tax Collector

3. Scope and Responsibilities. The audits shall be made in accordance with auditing standards generally accepted in the United States of America as adopted by the American Institute of Certified Public Accountants (AICPA); Sections 218.39, 218.415 and 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General; the provisions of the AICPA Audit

and Accounting Guide - Audits of State and Local Governmental Units; Governmental Auditing Standards issued by the U.S. Comptroller General, which pertain to financial and compliance audits, OMB's Circular A-133, Audits of State and Local Governments, and the Single Audit Act and Title 2, U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). As a result, the audit will include tests of the accounting records and such other audit procedures as the Auditor considers necessary to render an opinion on the fairness of the County's financial statements. It is not contemplated that a detailed examination of transactions will be made or that the examination will necessarily discover fraud, should any exist. The Auditor will promptly inform County management of any findings that appear unusual or abnormal. An essential feature of the audit is the review and evaluation of the system of internal control structure upon which the scope and extent of the audit test will be determined. Such audit procedures and tests will be those the auditor considers necessary in the circumstances. The Scope of Work is further described in Attachment C to this Agreement.

The audits shall be performed under the "single audit concept" and shall include an unmodified opinion on the basic financial statements of the County's Comprehensive Annual Financial Report in compliance with Attachment B, attached hereto and incorporated herein by this reference. If unable to express an unmodified opinion or opinions, the Auditor shall state the reason for modification or disclaimer of opinion. The Auditor's opinion on the combining and individual fund statements and schedules and schedule of expenditure of federal and state awards as applicable, will report whether these financial statements and/or schedules are stated fairly in all material respects in relation to the basic financial statements taken as a whole as set forth in GAAP. The GASB provides for certain required supplementary information (RSI) to accompany the basic financial statements. The RSI will be subjected to certain limited procedures but will not be audited. The County's Comprehensive Annual Financial Report (CAFR), which shall be a single report in accordance with the Rules of the Auditor General and Florida Statutes, shall include the Auditor's comments in a Management Letter as required by Chapter 10.550, Rules of the Auditor General.

4. Report Requirements. The CAFR drafted by the Auditor shall contain the basic financial statements and schedules, as applicable, and will comply with current CAFR and GAAP requirements.

5. Special Considerations in Connection with Scope of Services:
   a. The Auditor will draft the CAFR and Constitutional Officers' financial statements from information contained in computerized reports, generated by the County's financial system.
   b. The County may send its CAFR to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the Auditor will be required to provide assistance to the County to meet the requirements of that program.
   c. The Auditor will prepare the following special reports:
      1) Landfill Management Escrow Account Statement of Cash Receipts, Disbursements and Cash Balance as required by Section 62-701.630, Florida Administrative Code.
      2) Data Collection Form submitted to the Federal Audit Clearinghouse (SF-SAC) as required.
      3) Prepare a report as required for the County Funded Court-Related Functions, Sections 29.008 and 29.0085, Florida Statutes (Article V report). This report shall be issued separately.
      4) The Auditor shall be required, if requested by the fiscal advisor and/or the

underwriter, to issue a "consent and citation of expertise" as the Auditor and any necessary "comfort letters." Costs directly related to these issues are provided in Attachment A of this Agreement.

6) Prepare an examination report in accordance with AICPA Professional Standards, Section 601, on compliance with provisions of Florida Statutes, as required by Chapter 10.550, Rules of the Auditor General.

6. Working Paper Retention and Access to Working Papers. The Auditor will be required to make working papers available, upon request, to the following parties or their designee:

a. Successor Auditor of Highlands County
   1) The Auditor shall respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.
   2) Costs related to responding to inquiries of successor auditors and review of working papers by third parties will be paid by the County and are provided in Attachment A of this Agreement.
b. U.S. General Accounting Office (GAO).
c. Parties designated by the federal or state governments or by the County as part of an audit quality review process.
d. Parties performing a quality review of the Auditor's records.
e. Auditors of entities of which the County is a sub-recipient of grant funds.

7. Time Requirements for Services. The County and the Auditor have the goal to accelerate the conclusion of the audit process each year, therefore, dates established at the audit conference referred to in a. of this Section will reflect those goals. In addition, the following dates and/or deadlines are hereby established:

a. For each year that an executed audit contract is in place, there shall be a pre-audit conference on or before June 15 of each year, and an audit calendar shall be established at that conference;
b. The Auditor will deliver draft financial statements to Board Management, the Finance Officer, and Constitutional Officers no later than February 20 of each year;
c. All financial statements, including the county-wide statement, will be delivered by March 15th of each year;
d. The Partner in charge of the Audit and/or the Audit Manager or Supervisor equivalent must present the financial statements at a public meeting no later than the first Board of County Commissioners' meeting in April;
e. The books and records of the Board of County Commissioners will be ready for audit on or before November 30 of each year. For each day after November 30 that the County fails to close the books or deliver the information to the Auditor, one day will be added to each of the dates listed in b. and c. of this Section;

8. Assistance to be Provided to the Auditor and Report Preparation. The County shall provide reasonable staff assistance to the Auditor to timely complete the audit.

9. Auditor Independence. The Auditor affirms that it is independent of the County as defined by generally accepted auditing standards and the U.S. General Accounting Office's "Government Auditing Standards". The Auditor shall give the County written notice of any professional relationships involving the County or any of its agencies entered into during the period of this Agreement which impair independence.

10. Licensed Practice in Florida. An affirmative statement shall be given to the County certifying that the Auditor and all assigned key professional staff are properly licensed to practice in Florida.

11. Equal Opportunity Policies and Practices. The Auditor must demonstrate that it has agreed not to discriminate in hiring practices on the basis of race, color, religion, age, sex, disability, marital status, public assistance, ex-offender status or national origin and also that it agrees to take affirmative action to recruit minorities and women into employment.

12. Compensation. For all services actually, timely and faithfully rendered, the County shall pay the Auditor a fixed fee of $183,750.00 for audit services for fiscal year ending September 30, 2021. For the fiscal years ending on September 30 thereafter, the fee shall be $185,745.00 for 2022 and $187,740.00 for 2023 and $189,735.00 for 2024. Changes to or amendments of the fees as stated in this Section may be permitted as follows:

a. In the event of new accounting or auditing pronouncements, additional requirements of the Auditor General of the State of Florida, new Single Auditing requirements, additional regulatory requirements, addition of new funds, or other circumstances that arise making it necessary for the Auditor to do substantive additional work, the Auditor shall immediately notify, in writing, the County Administrator, the Contract Manager, the Senior Director of Business Services, and the Clerk of Courts of such circumstances. If additional compensation is necessary due to such circumstances, the parties will negotiate a written amendment to this Agreement setting forth a maximum number of hours for such additional work at the rates provided in Attachment A of this Agreement;

b. In the event that the County desires to prepare the CAFR in final form, the fees stated in this Section will be reduced by $10,000.

13. Audit or Project Team. The Auditor shall assign members of its staff as the Auditor's Audit Team, as contained in the "Resumes" section of the Auditor's Proposal for Independent Auditing Services, incorporated herein by this reference in its entirety. If any member of the Auditor's Audit Team is removed from providing Services under this Agreement, or employment is otherwise terminated or curtailed by the Auditor, or if any member of the Auditor's Audit Team terminates employment with the Auditor, then the Auditor shall replace its Audit Team member with a person of comparable experience and expertise and will inform the County of the change to the Auditor's Audit Team. Replacement members of the Auditor's Audit Team are subject to the approval of the Contract Manager.

14. Manner of Payment. The County shall make progress payments and the final payment to the Auditor in the following installments:

Month Billed	Percentage of Total Contract
July	15%
November	15%
December	20%
January	25%
February	15%
Final	10%
Total	100%

Billings shall be presented in a detailed format including client, date, employee, task, and hours worked. Additional information shall be provided upon request. The final payment in the amount of ten percent (10%) of the fee will be paid after acceptance of the CAFR into the record by action of the Board of County Commissioners, which shall not be unreasonably delayed. Invoices for payments shall be submitted to:

Highlands County Board of County Commissioners
c/o Clerk of Courts
590 South Commerce Avenue
Sebring, FL 33870-3867

15. Contract Manager. The County hereby designates the following person as the County's Contract Manager for this Agreement. The Contract Manager shall be responsible to administer, coordinate and otherwise manage the provisions set forth in this Agreement:

Assistant County Administrator
600 South Commerce Avenue
Sebring, FL 33870

16. County Approval/Auditor Responsibility. Neither review, approval or acceptance by the County of data, studies, calculations, audits, reports, memoranda, other documents and instruments and incidental professional services and work furnished hereunder by the Auditor shall in any way relieve the Auditor of responsibility for the adequacy, completeness and accuracy of its services or work. Neither the County's review, approval or acceptance of, or payment for, any of the Auditor's services or work shall be construed to operate as a waiver of any of the County's rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

17. Termination. This Agreement shall continue and remain in full force and effect as to all its terms, conditions, and provisions, as set forth herein, until and unless the County shall give written notice to the Auditor of its desire to terminate this Agreement as provided in this paragraph. Should the Auditor default in any term or condition of this Agreement including the requirements established during the pre-audit conference between the County and the Auditor, and the default not be cured by Auditor within 20 days of written notice of such default, the Board of County Commissioners may terminate this Agreement for cause by giving thirty (30) days written notice to the Auditor of its intention to do so and specifying a time and date thereafter for the termination.

Either party may, prior to April 1 of any year, terminate this Agreement without cause by giving ninety (90) days written notice to the other party of its intention to do so and specifying a time and date thereafter for the termination. In the event of any such termination, the Auditor shall be paid by the County for all services actually, timely, and faithfully rendered up to receipt of the notice of termination and, thereafter, until the specified date of termination, the Auditor shall be paid only for such services as are specifically authorized in writing by the County.

18. Indemnification.

a. The AUDITOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, to the extent caused by the wrongful acts and/or omissions of the AUDITOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The AUDITOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, to the extent arising from any and all

wrongful acts and/or omissions of the AUDITOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

b. Successors and assigns. The County and the Auditor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Auditor of its interest in this Agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of the County, Special Districts, or Constitutional Officers, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County, Special Districts, Constitutional Officers or Auditor.

c. Settlement of Claims. In any case where the Auditor deems that extra compensation is due it for services, materials, or damages not clearly covered in this Agreement, or not ordered in writing by the County as an extra, the Auditor shall notify the County in writing before it begins the work or incurs the cost on which it bases the claim and shall not perform the work or incur the cost without the written authorization of the Contract Manager. If such notification is not previously given and the work or cost authorized, in writing, by the Contract Manager, the Auditor hereby waives the claim for such extra compensation. However, such notice and accounting shall not in any way be construed as proving the validity of the claim. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Contract Manager and the Auditor. In the event that the parties cannot reach an agreement at this negotiation level, the dispute will be settled by an independent third-party agreed upon by the County and the Auditor or, if they do not agree, selected by the senior Circuit Judge for Highlands County, Florida.

d. Amendments. This Agreement may be amended by mutual written agreement of the parties hereto. Further, this Agreement, including without limitation all changes in the scope of services, time of completion, and other material terms and conditions, may be changed only by written amendment to this Agreement signed by the parties.

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

f. SEVERABILITY. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the

remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

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

h. SOVEREIGN IMMUNITY. The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. 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 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.

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

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

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

19. Liquidated Damages. It is mutually agreed between the parties hereto that time is of the essence in this Agreement and, in the event the work is not completed as stated in Section 7 a. e., "Time Requirements for Services," it is agreed that from the compensation otherwise to be paid to the Auditor the County may retain the sum of $200.00 per working day thereafter, Sundays and holidays excluded, that the work remains uncompleted due to the fault of the Auditor. However, if the Auditor's failure to deliver the work by the specified date is a result of the failure of the County or the failure of any one or more of the Constitutional Officers, to close the books or deliver the information to the Auditor as set forth herein, then the commencement of such liquidated damages shall be delayed by the number of days of the delay in providing the information. This sum is not a penalty, but the reasonable estimate by the parties of the damages the County will sustain in the event of such default by the Auditor.

20. Work Area, Telephones and Photocopying. Highlands County will provide the Auditor with reasonable work space, desks, and chairs. The Auditor will also be provided with access to a computer terminal accessing the County's general ledger, internet access, one telephone line, and photocopying facilities. No long-distance calls shall be charged to the County.

21. Report Preparation. The Auditor shall prepare and deliver a copy of the CAFR to the County in an electronic (i.e., PDF) format.

22. Employment Eligibility Verification.

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

23. INSURANCE.

23.1 Required Insurance. Contractor shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Contract and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

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

(b) *Commercial General Liability. Occurrence Form Required:* Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Contract in the amount of $2,000,000. Products and completed operations

aggregate shall be $2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance*. Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Limited Liability/Errors and Omissions Insurance:* The Contractor shall have and maintain professional liability insurance including errors and omissions with a limit not less than $2,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this contract.

23.2 Additional Requirements.

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers as "Additional Insureds" on all policies except Workers' Compensation and Professional Liability/Errors and Omissions.

(b) Contractor shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Contract a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Contract, including any extended Term, County may suspend the Contract until the new or renewed certificates are

received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Contract for cause and Contractor shall be responsible for all direct and indirect costs associated with such termination.

23.3 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor.

24. Notices and designated contact person

Any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County:
Highlands County Board of County
Assistant County Administrator
600 S. Commerce Ave.
Sebring, FL 33870
Attn:

To Contractor: CliftonLarsonAllen LLP
2523 US Highway 27 S.
Sebring, FL 33870
Attn: Julie Fowler

The Parties shall designate a contact person who shall be the primary contact person for each Party:

The County: Laurie Hurner, Assistant County Administrator
The Contractor: Julie S. Fowler, CPA

25. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES

Pursuant to Section 287.135(3)(b), Florida Statutes, Owner may terminate this Contract, at the option of its Board of County Commissioners, if the Contractor is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or if Contractor is or has been engaged in business operations in Cuba or Syria.

26. PUBLIC RECORDS COMPLIANCE

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY CLERK: GLORIA RYBINSKI
County public information officer
600 South Commerce Avenue
Sebring, Florida 33870
Telephone number: (863) 402-6836
e-mail: HCBCCrecords@highlandsfl.gov

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

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
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 provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

HIGHLANDS COUNTY, a political subdivision
of the State of Florida

By: Its Board of County Commissioners

By_____
Scott A. Kirouac, Chairman

[SEAL]
ATTEST:
_____
Jerome Kaszubowski, Clerk

BOARD OF COUNTY COMMISSIONERS SEAL

[CORPORATE SEAL]

CLIFTONLARSONALLEN LLP

By: __Julie S. Fowler, CPA_____

Its: __Signing Director_____

Attest:

By: _____

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ATTACHMENT A

HOURLY RATE SCHEDULE FOR SPECIAL PROJECTS

Classification	Billing Rate
Principals and Signing Directors	$300
Managers and Directors	$225
Seniors	$135
Staff	$110
Administrative	$90

1) The above rates are for special projects that would require additional work outside of the scope of the contracted auditing services. Any additional work outside of the scope of the contracted auditing services shall be authorized by an addendum to the Agreement for Professional Financial Auditing Services executed by both parties.

2) The above rates will be adjusted annually by the Consumer Price Index published by the Bureau of Labor Statistics. The Consumer Price Index for Urban Wage Earners and Clerical Workers (Current Series), Top Picks. U.S. All Items, 1982-84 seasonally unadjusted for the last twelve months as of September for each year, with a minimum of zero percent increase and a maximum increase of four percent per year.

ATTACHMENT B

LIMITATIONS OF THE AUDITING PROCESS

As part of this engagement, the Auditor will draft the financial statements, schedule of expenditures of federal awards and state financial assistance and note disclosures from individual fund trial balances and other schedules that the County will provide. However, County management is responsible for the financial statements, schedule of expenditures of federal awards and state financial assistance and note disclosures. In the County's representation to the Auditor, the County will be asked to acknowledge the Auditor's role in this regard, and the County's review, approval and responsibility for the financial statements, schedule of expenditures of federal awards and state financial assistance and note disclosures. Further, the County is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

The objective of an audit is the expression of the Auditor's opinion concerning whether the basic financial statements are fairly presented, in all material respects, in accordance with accounting principles generally accepted in the United States of America. The County's audits will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with generally accepted auditing standards (GAAS) are based on the concept of selective testing of the data being examined are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the County) on the financial statements.

As applicable, in accordance with requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the Florida Single Audit Act, the County's audits will include tests of transactions related to major federal and state award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because the Auditor will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, other illegal acts, or noncompliance may exist and not be detected by the Auditor. In addition, an audit is not designed to detect immaterial errors, fraud, or other illegal acts or illegal acts that do not have a direct effect on the basic financial statements or to major programs. It should be recognized that the audits generally provide no assurance that illegal acts will be detected and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. However, the Auditor will inform appropriate County representatives with respect to material errors and fraud, or illegal acts that come to the Auditor's attention during the audits. The Auditor will include such matters in the reports as required for a Single Audit.

ATTACHMENT C

SCOPE OF WORK

A. NATURE OF SERVICES REQUIRED:

1. Highlands County desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles and the financial reporting requirements of the Governmental Accounting Standards Board (GASB).
2. Per the requirements of GASB Statement No. 14, the basic financial statements of Highlands County include the Board of County Commissioners and the Constitutional Officers, along with blended and discretely presented component units.
3. The Audit shall be performed in compliance with Section 218.39, Florida Statutes and the requirements of:
    a. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and the standards set forth by the Government Accounting Standard Board.
    b. The U. S. General Accounting Office's *Government Auditing Standards*.
    c. Rules adopted by the Auditor General for form and conduct of local governmental unit audits.
    d. The Florida Department of Financial Services.
    e. The Federal Single Audit Act and any amendments thereto, and the Florida Single Audit Act.
    f. Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and Chapter 10.550, Rules of the Auditor General for Local Governmental Entity Audits.
    g. Any other applicable federal, state, local laws, rules and regulations or professional guidance not specifically listed above as well as any additional requirements that may be adopted by these organizations in the future.
4. The audits shall be financial audits as defined in Sec. 11.45 (1) (d), Florida Statutes, and shall cover each of the four (4) fiscal years ending September 30, 2021, 2022, 2023 and 2024; with an option to renew for one (1) additional fiscal year.
5. The auditor will be required to issue the following reports:
    a. A report on the fair presentation of the financial statements, of the County as a whole and each of the Constitutional Officers, in conformity with accounting principles generally accepted in the United States.
    b. A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Governmental Auditing Standards*.
    c. Management Letters, as required by Section 218.39(4), Florida Statutes.
    d. A report on compliance for each major Federal program and state project and on internal control over compliance required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General of the State of Florida. To include Schedules of Expenditures of Federal Awards and State Financial

Assistance, Notes to the Schedule, and Schedule of Findings and Questioned Costs.

e. A report on compliance with Section 218.415, Florida Statutes, regarding the investment of public funds; Section 365.172(10) and 365.173(2)(d), Florida Statutes, regarding emergency communications number E911 system funds; Section 61.181, Florida Statues, regarding clerk of the courts alimony and child support payments; and Sections 28.35 and 28.36, Florida Statues regarding clerk of the courts performance standards and budgets.

f. A report on the fair presentation of the Landfill Management Escrow Account Statement of Cash Receipts, Disbursements and Cash Balance as required by Section 62-701.630, Florida Administrative Code. This report shall be issued separately.

g. A report on compliance with Section 29.008 and 29.0085, Florida Statutes for County Funded Court-Related Functions. This report shall be issued separately.

h. The Data Collection Form submitted to the Federal Audit Clearinghouse as required by Uniform Guidance.

6. The auditor will be required to review the following:

   a. The Popular Annual Financial Report (PAFR) prepared by the County in connection with the Achievement for Excellence in Financial Reporting Program.

B. REPORT REQUIREMENTS AND RESPONSIBILITIES:

1. Although County staff is competent and capable of preparing its Comprehensive Annual Financial Report (CAFR), the County intends for the selected Firm to produce the CAFR, with assistance from County staff. The County will provide color graphics for the cover and separator pages for the final document. The CAFR shall contain at a minimum:

   a. Index

   b. Letter of Transmittal

   c. Independent Auditor's Report

   d. Management's Discussion and Analysis

   e. Basic Financial Statements

   f. Notes to the Financial Statements

   g. Required Supplemental Information

   h. Combining & Individual Fund Statements & Schedules

   i. Statistical Section

   j. Supplemental Audit Reports, as appropriate.

   k. Management Letter

2. The management letter shall, for each county agency, make special mention of the following material items discovered within the scope of the audit:

   a. Whether irregularities reported in preceding audit(s) have been corrected;

   b. Whether recommendations made in preceding audit(s) have been followed, if adopted by the County;

c. Recommendations to improve the County's present management, accounting procedures, and internal control;

d. Any violation of the laws, rules and regulations discovered within the scope of the audit;

e. Any illegal expenditure(s) discovered within the scope of the financial audit;

f. Any improper or inadequate accounting procedures discovered within the scope of the financial audit;

g. Any failure to properly record financial transactions discovered within the scope of the audit;

h. All other inaccuracies, irregularities, shortages and defalcations discovered within the scope of the financial audit by the auditor;

3. The auditor shall discuss any comments to be included in the management letters with the appropriate elected officials, or designee, prior to completion of the report mentioned in item "1" of this Section.

4. The Firm selected shall submit progress reports to or hold periodic meetings with appropriate staff. The information provided in these reports/meetings should be sufficiently detailed to provide assurance that the respective audit is on schedule, noting achievements and problems, which will have a potential effect on the schedule.

5. At the completion of each audit, an exit conference will be held with appropriate staff. The meeting will be conducted by the lead auditor on the engagement. During the exit conference, findings and recommendations will be discussed and ample time will be provided to respond in writing to these findings. Responses will be incorporated into the final reports and CAFR.

6. The Offices to be included in this audit will provide, at a minimum, the following to assist the auditor in performing the annual audit:

   a. A designated contact person for all audit related requests.

   b. General Ledger / Trial Balance as of September 30 and any other time periods as requested.

   c. Statements of Revenues, Expenditures, Budgeted and Actual.

   d. Various schedule and worksheets designed to assist and provide backup information.

   e. The County will prepare confirmation letters for the auditor.

   f. Other information requested by the auditor and mutually agreed upon by appropriate staff.

7. The County will provide the auditor with reasonable workspace, internet connection, telephone lines, and other capabilities, as necessary.

8. Additional Considerations:

   a. The Auditor shall furnish to the County an electronic version of the CAFR, which is to be submitted to the Government Finance Officers Association for review in connection with the Achievement for Excellence in Financial Reporting Program. An electronic, print ready copy of the final CAFR must be provided to the County by March 15th of each year.

   b. The Partner in charge of the Audit and/or the Audit Manager or Supervisor equivalent must be available to attend at least one (1) public meeting upon submission of the written reports. The final draft of the reports shall be

presented to the County no later than February 20th and the Auditor presentation at the public meeting shall be no later than the first Board of County Commissioners' meeting in April.

c. The audited financial statements are owned by the County. The auditor shall not charge for the reproduction of the County's audited financial statement in offering statements, on the County's website, or in any other presentation format.

9. All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the Firm is notified in writing by the County of the need to extend the retention period. The auditor will be required to make working papers available, upon request, without charge, to any federal, state or County agency. In addition, the Firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

C. AUDIT TIMELINE: The Firm shall schedule its audit work to perform a substantial portion prior to fiscal year-end. The following is a proposed audit timeline (schedule is estimated and may change slightly).

Timeline	Action
on or before June 15	Pre-audit conference, update regarding Audit Team, audit calendar established
June 1 – Sept. 30	Interim field work
Sept. 30	Fiscal year-end
Sept. 30 - Oct. 30	Books are closed for Constitutional Officers and the general ledgers are provided to the auditor; begin field work on Constitutional Officers
Oct. 30 – Dec. 15	Financial statement for Constitutional Officers prepared. Constitutional Officers exit conferences are held.
Sept. 30 – Nov. 30	Books are closed for Board and the general ledgers are provided to the auditor; begin field work on the Board
Feb. 20	Final draft financial statements are provided to Board Management and the Clerk's Office for review, Exit conference is held
Mar. 15	Print ready electronic copy of CAFR and Combining Statement provided to the County
Mar. 15	CAFR submitted to the Auditor General (deadline March 31)
1st meeting in April	Presentation of CAFR to the Board of County Commissioners

AMENDMENT 1 TO THE AGREEMENT BETWEEN
HIGHLANDS COUNTY AND CLIFTONLARSONALLEN LLP
FOR PROFESSIONAL FINANCIAL AUDITING SERVICES

THIS AMENDMENT made by and between Highlands County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as "COUNTY" and CliftonLarsonAllen LLP, 2523 US Highway 27 South, Sebring, Florida 33870, hereinafter referred to as "AUDITOR".

WITNESSETH:

WHEREAS, on April 6, 2021, the COUNTY executed an Agreement with the AUDITOR to provide professional external auditing services related to RFP #20-038, hereinafter referred to as "Agreement"; and

WHEREAS, pursuant to the Agreement, Section 12a, Compensation, in the event of new accounting or auditing regulatory requirements which make it necessary for the AUDITOR to do additional work, the parties shall negotiate a written amendment to the Agreement in order to compensate the AUDITOR for the required additional work; and

WHEREAS, the parties have determined that it is in their best interest to amend the Agreement to recognize new auditing regulatory requirements and the additional cost associated with the same.

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

1. Section 3, Scope and Responsibilities, is hereby amended to recognize the following two (2) new significant standards which are required to be implemented as part of the auditing services provided by the AUDITOR:

    - *GASB Statement No. 87, Leases*
    - *Statement on Auditing Standards No. 134*

2. Section 12, Compensation, is hereby amended to reflect the following compensation revision for the fiscal year ending on September 30, 2022:

    *For all services actually, timely and faithfully rendered, the County shall pay the Auditor a fixed fee of $**196,343.00**.*

3. All of the terms and conditions of the original Agreement, or any modification thereof shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the ____ day of _____, 2022.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: _____
Kathleen G. Rapp, Chair

[SEAL]

ATTEST:

_____
Jerome Kaszubowski, Clerk

AUDITOR

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of CliftonLarsonAllen LLP, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Auditor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2022.

(stamp)

_____
NOTARY PUBLIC, State of Florida

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER:	**Vikki Brown, Highlands Library System Manager and Coordinator for the Heartland Library Cooperative**
SUBJECT/TITLE:	**Request approval of an updated Interlocal Agreement between DeSoto County BOCC, Glades County BOCC, Hardee County BOCC, Highlands County BOCC, and Okeechobee County BOCC for the continuation of services provided by the Heartland Library Cooperative.**

STATEMENT OF ISSUE

Highlands County Library System has been a member since the inception of the Heartland Library Cooperative in 1996. The Heartland Library Cooperative provides access to necessary resources not provided in the HCBOCC library budget. These resources increase the service to community members of the Highlands County area. Additionally, membership in the Heartland Library Cooperative provides all members with the ability to receive support and service in all of the member counties. Without the Heartland Library Cooperative, Highlands County residents would lose access to numerous and important services and resources. This updated interlocal agreement allows for the continuation of service with updated roles and regulations for staff and member libraries.

RECOMMENDED ACTION

Move to approve the updated Interlocal Agreement between DeSoto County BOCC, Glades County BOCC, Hardee County BOCC, Highlands County BOCC, and Okeechobee County BOCC for the continuation of services provided by the Heartland Library Cooperative.

Attachments: FINAL HEARTLAND LIBRARY COOPERATIVE INTERLOCAL AGREEMENT.pdf

Heartland Library Cooperative

Interlocal Agreement

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HEARTLAND LIBRARY COOPERATIVE INTERLOCAL AGREEMENT

This Agreement is effective on the date fully executed by and among DESOTO COUNTY, GLADES COUNTY, HARDEE COUNTY, HIGHLANDS COUNTY, and OKEECHOBEE COUNTY, each a political subdivision of the State of Florida.

WHEREAS, Florida Statute 163.01 provides for the entry by Counties into a Cooperative arrangement for the providing of services to the Counties' residents; and

WHEREAS, in 1996 the Counties entered into the Heartland Library Cooperative Interlocal Agreement to implement and administer a multicounty library Cooperative to be known as the Heartland Library Cooperative; and

WHEREAS, each of the Counties has determined that it is in the best interests of the residents of the Counties that the Heartland Library Cooperative Interlocal Agreement be amended to read as follows.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE:

The Counties enter into this Agreement for the purpose of amending the Heartland Library Cooperative Interlocal Agreement to encourage cooperation among the County libraries, and to provide free access to library service for all of the residents of the Counties.

II. DEFINITIONS:

“DeSoto” shall mean DeSoto County, Florida, a political subdivision of the State of Florida.

“Glades” shall mean Glades County, Florida, a political subdivision of the State of Florida.

“Hardee” shall mean Hardee County, Florida, a political subdivision of the State of Florida.

“Highlands” shall mean Highlands County, Florida, a political subdivision of the State of Florida.

“Okeechobee” shall mean Okeechobee County, Florida, a political subdivision of the State of Florida.

“The Counties” shall mean each and all of the above subdivisions of the State of Florida.

“Heartland Library Cooperative” shall mean the Heartland Library Cooperative, as established pursuant to this Agreement.

“The Governing Board” shall mean the governing body of the Heartland Library Cooperative, as established and empowered pursuant to the Agreement.

“County” shall mean any county of the State of Florida, as defined in Chapter 7, Florida Statutes.

“Member County” shall mean a county which is, at the pertinent time, a signatory to the Agreement.

“Single Administrative Head” for the Cooperative may also be referred to as the Cooperative Coordinator and shall mean the MLS (Master of Library Science) librarian appointed by the governing board as head of the

Cooperative as provided for in this Agreement, with the responsibilities and authority set forth herein.

“Legal service area” shall mean the area of the combined counties in the Heartland Library Cooperative.

“Fixed Assets” is defined by the Cooperative as all property with value of $1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.

III. MODIFICATIONS:

Upon approval and execution of this Agreement by the duly authorized representatives of each of the Counties and the Governing Board, the Heartland Library Cooperative Interlocal Agreement shall be amended and restated to read as provided in this Agreement, and this Agreement shall thereafter be the Heartland Library Cooperative Interlocal Agreement for all purposes. This Agreement shall constitute the entire Agreement of the parties hereto and of the Heartland Library Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and their successors in interest, in accordance with its terms. No modification or amendment of the Agreement shall be binding or valid unless in writing, approved by each of the governing bodies of the Counties and by the Governing Board, and executed on behalf of each of the Counties and the Governing Board.

IV. TERM OF AGREEMENT:

The term of this Agreement shall commence and be effective on the date fully executed, and shall remain in effect unless revised or terminated in accordance with the provisions of the Agreement.

V. WITHDRAWAL OR TERMINATION:

Any Member County may withdraw from the multicounty Cooperative system established by the Agreement and from Heartland Library Cooperative, and thereby terminate its rights and responsibilities under the Agreement, without cause. The termination and withdrawal shall be effective only on the next succeeding October 1, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Heartland Library Cooperative Board and to each Member County on or before April 1 prior to the October 1 effective date of termination. Upon any withdrawal or termination of the Agreement by any Member County (whether early termination or otherwise), all multicounty federal grant real property and equipment over $1,000 shall remain the property of the Heartland Library Cooperative, and revert to the Florida Division of Library & Information Services if the Heartland Library Cooperative ceases to exist.

Materials and equipment purchased from multicounty funds shall remain the property of the Heartland Library Cooperative. Materials and equipment purchased with local (County) funds shall be the property of the local library, even if expended centrally.

Disposal of all Cooperative Property shall be in accordance with the applicable State Statutes, including Section 274.02, Florida Statutes, and the procedures defined therein and Rules of the Auditor General, Chapter 10.400, Local Government Owned Tangible Personal Property.

VI. ADDITION OF NEW MEMBERS:

Any non-member County may apply to become a party to this Agreement and a member of the Heartland Library Cooperative. Membership in the Heartland Library Cooperative may be granted upon approval of the member Counties and upon execution and delivery of a counterpart original of the Agreement then in force. Upon satisfaction of both of these conditions, the proposed new member County shall become a party to the Agreement and a member of the Heartland Library Cooperative effective

the next succeeding October 1, subject to all the provisions and obligations, and entitled to all privileges and rights, accorded to all of the Counties under the Agreement.

VII. HEARTLAND LIBRARY COOPERATIVE BOARD:

Heartland Library Cooperative shall be administered and governed by a board known as the Heartland Library Cooperative Board. The Heartland Library Cooperative Board shall consist of three members from each County which is a party to the Agreement: one member from each County shall be a county commissioner appointed by the chairman of said commission; two members shall be appointed by the county commission. Specific terms of appointment, including renewal options, shall be decided upon by the Board of County Commissioners of each member county. In addition, each County Library Director shall be an ex-officio, non-voting member of the Heartland Library Cooperative Board.

Each member shall serve until removed or replaced by the appointing County. Each County shall have appointments reviewed annually, by January 1 and report to the Cooperative by January 15. The Chairman, Vice Chairman and Treasurer shall be elected pursuant to the Bylaws of the Cooperative. Additionally, each County shall appoint one member for said county as the one alternate voting member in accordance with the above criteria and to the ByLaws of the Cooperative.

VIII. POWERS AND AUTHORITY:

The Heartland Library Cooperative Governing Board is hereby empowered to take such collective action as is reasonable or appropriate to achieve the purposes set forth in this Agreement. In addition to the powers expressly provided for herein, the Governing Board shall have such other powers as are permitted by law, including (without limitation) the authority, in its own name:

to manage the affairs of the Cooperative;

to establish by-laws for the Governing Board;

to hold four or more open public meetings a year;

(d) to make and enter into contracts;

(e) to acquire, construct, manage, maintain, or operate buildings, works, or improvements;

(f) to acquire, hold, or dispose of property;

(g) to incur debts, liabilities, or obligations (provided that the debts, liabilities or obligations of the Heartland Library Cooperative shall not constitute the debt, liability, or obligation of any Member County except to the extent that it is assumed in writing by the Member County in a separate instrument);

(h) to adopt and maintain a Cooperative Coordinator and Assistant Coordinator position description and hire a Cooperative Coordinator;

(i) to set policy, adopt plans, and adopt budgets for the Heartland Library Cooperative and to enter into collateral contracts on behalf of the Cooperative; and

(j) to fund supplements to member counties for compensation for services performed by their staff on behalf of the Cooperative.

Neither the Governing Body nor the Cooperative Coordinator shall have the power to bind or commit any County in any way.

IX. MEMBER COUNTY AND COOPERATIVE PLANS:

The library services provided by each Member Library and the Cooperative shall be set forth in Long Range Plans and Annual Plans of Service. The plans shall also specify in detail how the Cooperative will be administered. The plans will be consistent with Member County and the Cooperative annual budgets. Plans may be developed for each Member County and for the Cooperative, or if so agreed, unified plans may be developed. If separate plans are developed, they shall be consistent, and Member County plans shall be made part of the Cooperative plans by reference. The Cooperative Plans shall be developed by the Cooperative Coordinator in collaboration with the Member County library directors and shall be adopted by both the Governing Board and each of the Member Counties. Member Counties and the Cooperative shall spend funds in accordance with the Cooperative Long Range Plan and Annual Plan of Service.

X. BUDGETS:

Member Counties shall be responsible for providing funding for the support of basic library services in their counties. Funding for the services provided by the Cooperative shall primarily consist of Multi-County Grant funds provided by the State Division of Library and Information Services and other grants made available to the Cooperative. Member County and Cooperative budgets should be consistent with Long Range Plans and Annual Plans of Service. Member Counties may pay funds to the Cooperative to support activities carried out by the Cooperative on their behalf. Shared activities or positions may be paid for by participating Member Counties, each contributing to the Cooperative on a pay schedule determined by the participating parties.

In order to be eligible for Multi-County Grants administered by the State Division of Library and Information Services, the Cooperative Coordinator will annually prepare a single, unified budget and an annual expenditure report. The budget shall present Member County appropriations for library

service, the budget adopted by the Governing Board for Cooperative services and programs; and totals presenting all expenditures. Member Counties will submit annual expenditure reports in the same format for inclusion in the Cooperative Expenditure Report. The Cooperative Budget shall be adopted by the Governing Board.

The annual budget may be amended as needed to be consistent with the Long Range Plan and the Annual Plan of Service. The Cooperative Coordinator shall prepare a budget amendment form and present it to the Chairman and the Treasurer for approval. The approved budget amendment will be provided to the financial services administrator for inclusion and revision in the financial and accounting software.

XI. PURCHASING:

Purchases shall be made by the Cooperative Coordinator in accordance with the adopted budget, the long range plan, and adopted purchasing policies. The Governing Board will adopt Purchasing Policies in accordance with applicable statutes which will set forth the requirements and restrictions that govern purchases of goods and services for the Heartland Library Cooperative.

XII. STAFFING:

The Cooperative Coordinator and Assistant Coordinator shall be selected and hired by the Governing Board. The Cooperative Coordinator shall be the head of the Cooperative. Both positions shall have the following minimum qualifications: a Master of Library Science degree from a program accredited by the American Library Association plus two years of successful, full-time paid library experience in a public library unit open to the public at least 40 hours a week. This experience shall be gained following attainment of said Master degree. The Cooperative Coordinator and the Assistant Coordinator must be employed full time within a member county library of the Heartland Library Cooperative. The Governing Board may establish other qualifications for the Cooperative Coordinator.

The Cooperative Coordinator shall serve at the pleasure of the Governing Board. The Cooperative Coordinator will be an individual selected by the Governing Board and employed by a member County to carry out the affairs of the Cooperative.

Provision shall be made in the Annual Plan of Service and the Budget for the Heartland Library Cooperative to fund the Cooperative Coordinator's and the Assistant Coordinator's salary supplement during their tenure in consideration of the demanding nature of the work.

The following activities shall be carried out by the Cooperative Coordinator, and the Assistant Coordinator, as necessary, and other plans, policies, procedures and budgets adopted by the Governing Board.

a) Coordinate development of the Cooperative long range plan, the annual plan of service and the Cooperative budget in collaboration with the Member County library directors for adoption by the Governing Board;

b) Coordinate development of consistent policies in collaboration with the Member County library directors for adoption by the Governing Board;

c) Maintain and expend multicounty grants, LSTA grants, and other funds designated to be expended by the Governing Board;

d) Direction and management of the Cooperative to assure the successful implementation of the long-range plan, the annual plan of service and budget, and the policies adopted by the Governing Board;

e) Preparation of all reports required and requested on behalf of the Cooperative;

f) In collaboration with the Member County library directors, preparation of all grant applications submitted on behalf of the Cooperative for approval by the Governing Board;

g) Direction and implementation of the plan for technology and automated services that provides Cooperative wide circulation and technical services and access to materials, programs, and services.

h) Coordination of a collection development and management plan in collaboration with the Member County library directors for adoption by the Governing Board;

(i) Advertise Governing Board meetings; prepare agenda of Governing Board meetings; and keep minutes of all Governing Board meetings.

(j) Must be well versed in and able to utilize current online marketing policies, procedures, technology, and software in compliance with the Florida Sunshine Law, in order to best advertise Cooperative and local Library programming and services.

(k) Maintain and oversee the adherence to Florida Public Records laws and statutes through the assignment of a records management liaison officer, this person being a paid staff member of the Heartland Library Cooperative, as it applies to all Heartland Library Cooperative supplied and created documents, email services, and electronic storage.

(l) Respond to and supply any applicable Public Information Requests from the general public, staff, or member counties in a reasonable amount of time.

XIII. MEMBER COUNTY SERVICES:

The Governing Board may utilize personnel of a member County who shall perform services and duties on behalf of the Cooperative. Any expense of the Member County related in any fashion to the Cooperative activities shall be reimbursed by the Cooperative.

XIV. ACCEPTANCE OF GIFTS, GRANTS, ASSISTANCE FUNDS, OR BEQUESTS:

The Heartland Library Cooperative shall be entitled to apply for or receive gifts, grants, assistance funds, or bequests. All such moneys, property or other funds granted to Heartland Library Cooperative shall be the property of Heartland Library Cooperative (subject to termination provisions set forth above). All such moneys, property, or other funds granted to a Member County shall remain and be the sole property of the Member County. The Heartland Library Cooperative shall serve as the agent for the Counties for the making of claims or applications for federal or State Aid payable to the Heartland Library Cooperative. Multicounty State Aid goes directly to the Heartland Library Cooperative for expenditure.

1. LIABILITIES: The Heartland Library Cooperative and the Governing Board shall have the authority to procure liability and other insurance for such purposes and in such coverage and amounts as the Governing Board shall deem appropriate from time to time. However, the execution and performance of the Agreement and the provisions hereof (including, but not limited to, the procurement of insurance) shall not be construed in any fashion or to any extent to waive any immunity accruing under applicable law to the Heartland Library Cooperative, to the Counties, to the members of the Governing Board, to the Cooperative Coordinator, to any employee of the Cooperative, or to any other person or entity.

XVI. MEDIATION:

In the event that any dispute arises between any member County and any other member County, the Multicounty Cooperative, the Cooperative Coordinator, or the Governing Board, with respect to the rights or responsibilities of the Counties, Multicounty Cooperative, or the Governing Board under the Agreement or otherwise related to the Heartland Library Cooperative or its activities or purposes, that dispute shall be mediated by

a library professional from another disinterested library chosen by the State Library consultant staff. The mediation is not binding, and if agreement cannot be reached, the aggrieved party(s) may pursue legal recourse.

XVII. FISCAL RESPONSIBILITY:

The Governing Board shall procure an annual audit of all funds administered by the Heartland Library Cooperative, or the Administrator, or the Heartland Library Cooperative Board, and all funds claimed as expended centrally for State Aid purposes, multicounty grants, LSTA grants and other funds designated to be expended. The audit shall be prepared and presented to the Heartland Library Cooperative Board which shall distribute copies to each Member County, and to the Florida Division of Library & Information Services, and the Cooperative Coordinator. The Administrator shall furnish a written quarterly (or more often) report to each Heartland Library Cooperative Board Member, and to each Member County regarding the use and expenditure of funds under the control of the Heartland Library Cooperative and the progress in carrying out the Long Range Plan.

XVIII. DISSOLUTION OF COOPERATIVE:

The Heartland Library Cooperative may be dissolved upon the mutual agreement of all member counties, provided, however, that such dissolution shall be in compliance with all state and federal laws. In the event of such dissolution, to the extent permitted by law, no member county shall be required to assume any liability as a result of such dissolution.

XIX. NOTICE:

For all purposes herein, notice shall mean notice sent by certified mail return receipt, properly addressed and posted, to the addresses shown herein. Alternatively, notice may be by personal delivery. Notice shall be effective only upon actual receipt. For the purpose of this Agreement, the addresses of the parties shall be:

EXECUTED THE DATES BELOW WRITTEN:

DeSoto County, Florida

By:

X Elton L Langford

Chairperson, Board of County Commissioners

7/12/2022

Date

Attest:

X Mandy Hines

County Administrator/Clerk of Courts

7/12/2022

Date

Approved as to Form and Legality:

X

County Attorney

7/12/2022

Date

Glades County, Florida

By:

X

Chairperson, Board of County Commissioners

8/8/2022

Date

Attest:

X

County Administrator/Clerk of Courts

8/9/2022

Date

Approved as to Form and Legality:

X

County Attorney

8/9/2022

Date

Revised May 2022

Hardee County, Florida

By:

X

Chairperson, Board of County Commissioners

8/18/22

Date

Attest:

X Victoria L. Rogers

Victoria L. Rogers, Ex-Officio Clerk to the Board of County Commissioners
08/25/2022

Approved as to Form and Legality:

X

County Attorney

8/18/22

Date

Highlands County, Florida

By:

X

Chairperson, Board of County Commissioners

Date

Attest:

X

County Administrator/Clerk of Courts

Date

Approved as to Form and Legality:

X

County Attorney

Date

Revised May 2022

Okeechobee County, Florida

By:

X

Chairperson, Board of County Commissioners

08/11/2022

Date

Attest:

X Paula Dashon - D.C.

County Administrator/Clerk of Courts

08/11/2022

Date

Approved as to Form and Legality:

X

County Attorney

08/11/2022

Date

JERALD D. BRYANT, CLERK

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER:	**Vikki Brown, Highlands Library System Manager and Coordinator for the Heartland Library Cooperative**
SUBJECT/TITLE:	**Request the adoption of the updated Heartland Library Cooperative policies for the Highlands County Library System.**

STATEMENT OF ISSUE

Highlands County Library System, being a member of the Heartland Library Cooperative since 1996, follows policies set by the Heartland Library Cooperative and approved by HCBOCC and the Heartland Library Cooperative. These policies have been updated to reflect language and services better suited for an ever-changing world and library environment. The current policies were previously approved in 2016.

RECOMMENDED ACTION

Motion to adopt the updated Heartland Library Cooperative policies for the Highlands County Library System.

Attachments: POLICIES HLC Policies & Procedures Forms.pdf

Heartland Library Cooperative

POLICIES AND PROCEDURES

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MISSION AND GOAL STATEMENTS

Heartland Libraries: the Heart of our Communities.

The general Library goals of the Heartland Library Cooperative shall be:

1. To serve all Member Libraries of the Heartland Library Cooperative
2. To provide to all Heartland patrons, materials and access to technology to enrich their lives, stimulate ideas, and strengthen their communities.
3. To provide Courier Service to all Member Libraries in order to share requested materials.
4. To explore innovative methods of service for all Heartland patrons.
5. To review regularly these goals of the Heartland Library Cooperative and update them as needed

SERVICES OF THE LIBRARY

The Heartland Library Cooperative provides materials and resources for information, entertainment, intellectual development, and enrichment of the people of the community. The Library should endeavor to:

1. Select, organize, and make available necessary books and materials.
2. Provide guidance and assistance to patrons.
3. Sponsor and implement programs, exhibits, displays, book lists, etc., which would appeal to children and adults.
4. Cooperate with other community agencies and organizations.
5. Secure information beyond its own resources when requested. (Using interlibrary loan and other resource sharing methods provided through the system and state.)
6. Lend to other libraries upon request.
7. Develop and provide services to patrons with special needs.
8. Maintain a balance in its services to various age groups.
9. Cooperate with, but not perform the functions of, school or other institutional Libraries.
10. Provide service during hours that best meet the needs of the community, including evening and weekend hours.
11. Regularly review Library services being offered.
12. Use media and other public relations mechanisms to promote the full range of available Library services.

Who May Use the Library

The Library will serve all residents of the community and the public Library system area. Service will not be denied or abridged based on religious, racial, social, economic, or political status, mental, emotional, or physical condition, age, or sexual orientation.

The use of the Library may be denied for due cause. Such causes may be failure to return Library materials or to pay penalties, destruction of Library property, disturbance of other patrons, or any other illegal, disruptive, or objectionable conduct on Library premises.

Patron Responsibilities and Conduct

It is a patron's responsibility to maintain necessary and proper standards of behavior in order to protect his/her individual rights and the rights and privileges of other patrons. If a patron creates a public nuisance, that patron may be restricted from the Library and from the use of the Library facilities. Those who are unwilling to leave or do not leave within a reasonable amount of time, after being instructed to do so by the staff, will be subject to the law.

Young Children and Vulnerable Adults

The Heartland Library Cooperative encourages visits by young children and it is our desire to make this important visit both memorable and enjoyable for the child. Library staff is not expected to assume responsibility (in loco parentis) for the care of unsupervised children in the Library. In Libraries, as in all public places, “stranger danger” is a real concern. Library staff cannot prevent children from interacting with or leaving the Library with persons who are not appropriate caregivers. A parent, legal guardian, teacher, custodian or caregiver is responsible for monitoring the activities and managing the behaviors of children or vulnerable adults during their Library visits. Library employees have many duties and do not serve as a substitute for daycare or babysitting. The Library is not responsible for any consequences of parents, legal guardians, teachers, custodians or caregivers not fulfilling their responsibilities.

The Children’s Librarian is responsible for setting the age limits of participants in Library programs. If the young child is attending a Library program, we require the parent/responsible person to remain in the Library throughout the program.

Disruptive Patrons

Patrons of all ages are encouraged to use the Library for homework, recreational reading, and program attendance. The Library staff realizes that the Library will be noisier at busy times and that children by nature can cause more commotion. However, children (whether with parents or not) who are being continually disruptive will be given a warning that he/she must settle down or will be asked to leave the Library. If after a second warning the child continues to be disruptive, he/she will be asked to leave the Library. If the child needs to contact a parent, they may do so and then wait with a staff person until the parent arrives

Any behavior that infringes on the rights of other Library users or interferes with the ability of others to make full and convenient use of the Library’s resources is inappropriate and is not allowed in any Heartland Library Cooperative facility. Examples of disruptive behavior are shouting, running, fighting, continued loud

talking after a reminder to be quiet, continued disruptive cell-phone use after a reminder to be quiet, use of foul or inappropriate language, verbal harassment of other Library users or staff, vandalism, aimless roaming and moving furniture for the purpose of seating more than four people to a table. Members are requested via signage to silence their cell phones upon entry to the Library.

Procedures for Library Staff for Disruptive Patrons

1. Keep in mind the Library's goal of service to all and maintain a calm, fair attitude
2. Upon observation or report of disruptive behavior, staff should remind the patron of appropriate Library behavior and explain the consequences of continuing disruptive behavior.
3. If disruptive behavior of a child continues, locate the caregiver, explain the situation and ask that the caregiver supervise the child more closely.
4. If disruptive behavior continues, give a second warning.
5. After a second warning, if disruptive behavior continues, staff may ask the patron to leave the Library until able to follow library procedures and guidelines.
6. If the patron is a child, staff may request the caregiver to remove the child from the Library.
7. Staff will make a notation in the current operating system if the patron causing the disturbance has a Library card and is known to staff. The Disruptive Patron Acknowledgement form should be used to document the event. (This document will be kept on file at the issuing Heartland Library Cooperative branch, per Florida public record rules).
8. If staff is uncomfortable asking the child to leave or the child has transportation problems, staff will immediately try to contact a caregiver. If staff cannot contact a caregiver, the child may be asked to wait in an office with two or more staff members until a caregiver can be reached or arrives to pick-up the child. The staff will explain the problem to the caregiver.
9. In extreme cases, where the behavior is threatening or dangerous, where a caregiver cannot be contacted, or where disruptive behavior continues unabated, staff may call the police department, explain the situation and request that an officer be sent to talk with the patron or take the patron into custody.
10. Library staff should exercise their own best judgment when handling disruptive situations.

Volunteers and Friends

The Library encourages individuals and groups to volunteer their time and efforts in the service of the Heartland Library Cooperative. In appreciation of volunteer

services, the Library acknowledges the need to organize volunteer activities and provide for appropriate recognition befitting the benefit to the Library and the communities it serves.

A Library friends group is a formal association of people who unite to plan and execute, in conjunction with Library goals and the needs of the Library director, programs and events to benefit the Library. In particular, a friends group is often heavily involved in fund-raising for the Library and often oversees periodic book sales.

MATERIALS SELECTION/COLLECTION DEVELOPMENT

Objectives

The purpose of the Heartland Library Cooperative is to provide all individuals in the community with carefully selected books and other materials to aid the individual in the pursuit of education, information, research, pleasure, and the creative use of leisure time.

Because of the volume of publishing, as well as the limitations of budget and space, the Library must have a selection policy with which to meet community interests and needs.

The materials selection/collection development policy is used by the Library staff in the selection of materials and also serves to acquaint the general public with the principles of selection.

The Library Bill of Rights and The Freedom to Read Statement have been endorsed by the Heartland Library Cooperative Governing Board and are integral parts of the policy.

The materials selection/collection development policy, like all other policies, will be reviewed and/or revised as the need arises.

This policy will extend to the creation of displays and exhibits by library staff for the library.

Responsibility for Selection

The ultimate responsibility for selection of Library materials rests with the Library director who operates within the framework of the policies determined by the Heartland Library Cooperative Governing Board and the member County Board of County Commissioners. This responsibility may be shared with other members of the Library staff; however, because the director must be available to answer to the Library board and the general public for actual selections made, the director has the authority to reject or select any item contrary to the recommendations of the staff.

Criteria for Selection

A. The main points considered in the selection of materials are:
    1. individual merit of each item
    2. popular appeal/demand
    3. suitability of material for the clientele
    4. existing Library holdings
    5. budget
B. Reviews are a major source of information about new materials. The primary sources of reviews are Library Journal, Booklist, School Library Journal, Kirkus, and the New York Times Book Review
C. The lack of a review or an unfavorable review shall not be the sole reason for rejecting a title that is in demand. Consideration is, therefore, given to requests from Library patrons and books discussed on public media. Materials are judged on the basis of the work as a whole, not on a part taken out of context.

Acquisition Procedures

All requisitions for purchase orders for Library materials will be reviewed and signed by the Director. Purchasing procedures of each county will be followed.

InterLibrary Loan

Because of limited budget and space, the Library cannot provide all materials that are requested. Therefore, InterLibrary loan is used to obtain from other Libraries those materials that are beyond the scope of this Library's collection. InterLibrary loans are limited to items available in the State of Florida and at the discretion of the Library's Director.

In return for utilizing InterLibrary loan to satisfy the needs of our patrons, the Heartland Library Cooperative agrees to lend its materials to other Libraries through the same InterLibrary loan network, and to make an effort to have its current holdings listed in a tool that is accessible by other Libraries throughout the state. Patrons are limited to five InterLibrary loan requests per month.

Gifts and Donations

The Library accepts gifts of books and other materials with the understanding that they will be added to the collection only if appropriate and needed. If they are not needed because of duplication, condition, or dated information the director can dispose of them as he/she sees fit. The same criteria of selection that are applied to purchased materials are applied to gifts. Memorial gifts of books or money are

also accepted with suitable bookplates placed in the book. Specific memorial books can be ordered for the Library by request of a patron if the request meets the criteria established by the Board. It is desirable for gifts of specific titles to be offered after consultation with the Library director. The director will make a book selection if no specific book is requested. The Heartland Library Cooperative encourages and appreciates gifts and donations.

By law, the Library is not allowed to appraise the value of donated materials, though it can provide a dated acknowledgment of receipt of the items if requested by the donor.

Weeding

An up-to-date, attractive and useful collection is maintained through a continual withdrawal and replacement process. Replacement of worn volumes is dependent upon current demand, usefulness, more recent acquisitions, and availability of newer editions.

Both print and non-print materials should be reviewed and evaluated at regular intervals to determine if they are to remain in the current collection. This final step in the selection process ensures the Library collection will contain materials that are factual and instructionally effective; useless materials are to be discarded. The librarian should consider space, budget, curriculum, and user needs when deciding how much and how often to weed. The librarian will decide how to best dispose of discarded materials.

Suggested Criteria for Weeding

- Record of use - the item has not circulated for 3 years.
- Currency - the subject matter is out of date, factually inaccurate, or no longer relevant to current times; illustrations are outmoded or perpetuate gender, racial, or cultural stereotypes.
- Technical Quality - non-print materials with poor visuals, faded or off color visuals; faulty or inferior sound reproductions.
- Dispensability - duplicate copies or duplicates no longer needed in the collection.
- Physical Condition - the item is torn, soiled, or worn; pages or parts are missing.
- Poor Purchases - materials purchased that were not quality items and/or items not appropriate.
- Reliability - non-fiction item which contains factual information inconsistent with other sources.
- Short-lived Topics - the item is faddish and no longer of interest.
- Subject Areas - the information is not timely.

- Dewey Decimal Balance - the item is unneeded to balance the collection.
- Some information should not be discarded even though it meets one or more of the criteria listed.

Once items are designated “Withdrawn” and approved for disposal, they are processed in the following manner:

- Delete item from the catalog (database) (Following GS15 Item 3 records retention rules)
- Remove or mark out all Library property stamps
- Stamp item “Discarded”
- Remove donation plates or other identifying marks
- Dispose of item to:
    - Friends of the Library book sale
    - Alternative organization or charity
    - Dumpster

Potential Problems or Challenges

The Heartland Library Cooperative recognizes that some materials are controversial and that any given item may offend some patrons. Selection of materials will not be made on the basis of anticipated approval or disapproval, but solely on the basis of the principles stated in this policy.

Responsibility for what materials a child reads or watches rests with their parents or legal guardians. Selection of Library materials will not be inhibited by the possibility that materials may come into the possession of children.

Library materials will not be marked or identified to show approval or disapproval of their contents, and no Library material will be sequestered except to protect it from damage or theft.

Challenged Materials

Although materials are carefully selected, there can be differences of opinion regarding suitable materials. Patrons requesting that material be withdrawn from or restricted within the collection must complete a "Statement of Concern About Library Resources" form that is available in the Library. Steps outlined in the Center for Children’s Books “What to do when a book is being challenged” will be used to assist the Library director with the challenge. The Library director’s recommendation will be placed on the agenda of the next regular meeting of the Heartland Library Cooperative. If a patron does not agree with the decision of the Heartland Library Cooperative, the challenge may be reviewed by the Board of County Commissioners of the member county.

Cataloging and ILS Database

In order to provide consistency of access to Library materials for all Library patrons, cataloging standards will be adhered to by each member Library. These standards Fluctuate with technology, current trends and software and program availability. The Cooperative Coordinator will be the final authority for all cataloging decisions. The Cooperative Coordinator will be responsible for the maintenance of the integrated Library system database.

The actual purchase price for an item will be entered into the database for tracking purposes, if available. If the purchase price is not available, the publishers' retail price may be used. If neither price is available, a default price will be used. The actual replacement cost of the item will be charged to the patron who has lost an item or damaged an item to the extent that it can no longer circulate. If a donated item has a retail cost entered on the item, that cost will be entered into the database. If there is no available cost data, the following default table will be used for determining the cost to be entered into the database.

Default Prices

List prices for books are listed in Vendor sites such as Baker & Taylor, Ingram, BWI, Brodart, or Amazon for current prices. If no current replacement cost can be found, a default price will be charged as follows:

Description	Default		Description	Default
DVD Single	$18.00		CD Audiobook	$60.00
Hardback Book	$25.00		DVD Set	$60.00
Easy Board Book	$8.00		Easy Book	$17.00
J CD Audiobook	$60.00		J DVD	$18.00
J Hardback Book	$17.00		J Mass Market PBK	$5.00
J Music CD	$20.00		J Trade PBK	$10.00
Mass Market PBK	$8.00		Magazine	$5.00
Reference	$60.00		Music CD	$20.00
YA CD Audiobook	$60.00		Trade PBK	$16.00
YA Hardback Book	$17.00		YA DVD	$18.00
YA Trade PBK	$10.00		YA Mass Market PBK	$5.00
Video Game	$48.00		Board Game	$15.00
Hotspot	$125.00			

CIRCULATION POLICY

Registration

Library Cards provide access to a wide variety of information and services at the Library. Library Cards remain the property of the Library. The use of the Library, Library materials and Library services may be denied for due cause. Such cause may be failure to return Library materials or to pay penalties, destruction of Library property, disturbance of other patrons, or any other illegal, disruptive, or objectionable conduct on Library premises.

All borrowers must be registered and must have a valid patron card to borrow Library materials or use the public access computers.

Residents of DeSoto, Glades, Hardee, Highlands or Okeechobee Counties (Heartland Library Cooperative member counties) are eligible for a free Library card. Proof of residency must be presented when applying for a Library card and when renewing or replacing cards. A photo ID is required in addition to the proof of residency. Proof of residency must be one of the following documents, which are current, valid, and issued in DeSoto, Glades, Hardee, Highlands or Okeechobee:

- Florida Driver's License;
- Florida Identification Card;
- County Government Employee Identification Badge;
- School or College Identification Card;
- Voter's Registration Card;
- Vehicle Registration;
- Lease or Rental Agreement for 12-month period;
- Current Property Tax Receipt/Bill;
- Deed to Property;
- Declaration of Domicile from Clerk of Courts;
- Utility bill issued within last 3 months (must be in resident's name);
- Bank statement issued within last 3 months (no checks) (must be in resident's name);
- Paystub with date and address.
- Postmarked first class mail with person's name and correct, local address.

Library cards are available to non-resident County visitors for a fee of $10.00 for 3 months, $20.00 for 6 months or $30.00 for one year. Additional family members (living at the same address) may purchase Library cards for $5.00 each if

purchased at the same time. If an additional family member purchases a Library card at a later date, that card is purchased at the full price. Borrowing privileges include visiting any of our locations and checking out circulation materials that are on the shelf, remote access to databases and computer usage and to request items from other HLC Libraries or via InterLibrary loan.

A Guest Pass for computer use, where available, may be purchased for $2.00 per two hours of access. A parent or legal guardian must be present for a child under 18 to purchase a guest pass.

A 15 minute Internet Express computer is available in each Library. The primary purpose of this computer is to enable the public over 18 years of age, who are not Library members, to have short duration Internet access. Library members not in possession of their Library cards at the time, may use the Internet Express machine if they are at least 18 years of age and have no overdue items or fines on their account.

Applicants under 18 years of age must have a parent or guardian, who is an HLC Library member, co-sign the card of the under 18 applicant. The parent or guardian must be present in the Library when the application for a card is made. Parents and guardians are legally responsible for any fines, fees, damaged or lost items on the child's Library card. Patrons may also block their children from checking out certain types of materials. This blocking may take place during the registration process or at any time thereafter. The parent or guardian must appear at the Library with the proper identification to place the block or allow the child to check out previously blocked items.

All Library cards expire after 2 years. Library cards may be renewed in person or by phone.

Standard library cards are issued to patrons 5 years of age and older. Patrons 17 years and younger must have a legal guardian present to register for a Heartland Library Cooperative library card. Adults 18 and older must present the required documentation, as mentioned above to register for a library card.

All patrons, adult and juvenile, are expected to bring their Library cards with them if they intend to check out items or use the Internet. An individual who repeatedly ignores this expectation may be denied the privilege of checking out materials until they present their card at the Library. Patrons may be limited to a twice-per-year exception allowing them to check out with their license or photo I.D. Only the registered patron may use the Library card registered to them. Library cards are not to be shared or loaned to other individuals.

The internet cannot be accessed without a Library card or guest pass.

Specialty Cards

Institution Cards

Institutions may apply for a special Heartland Library Cooperative Institution Card at any one of our branches.

Institution Card Benefits

- Borrow up to 30 items.
    - Item limits below:
        - 30 books (no Pink Cart titles)
        - 10 AudCDs
        - 5 Music CDs
        - 2 Video Games
        - 1 Board Game
        - 3 DVDs
        - 2 DVD Sets
- Institution cards are exempt from overdue fines originating from the Heartland Library Cooperative. (ALL fines and fees originating from outside the Heartland Library Cooperative, such as interlibrary loans, must be paid in full).
- To help you keep track of borrowed materials, we'll send you email notices for items that need to be renewed.
- Institution cards have a 4 week checkout.

Institution Card Requirements & Restrictions

- Each Institution may apply for one card. A librarian, library director, library manager or library coordinator signature is required on the application.
- Verification of institution status must be provided (Employee ID/Badge/Organization letter on Institution letterhead)
- No additional materials may be checked out on a card if there is $50 in overdue fines, fees, or billed items and/or materials are more than 30 days overdue.
- Items that are more than 40 days overdue will be charged to the account. To resume use of the account, the institution must locate and return the items or pay the lost items fees.
- Please immediately inform the Library if your card is lost or stolen.
- If an Institution Card is not used for 2 years, it will be removed from the Library's records and will no longer be valid.
- Institution Cards may only be used at Heartland Library Cooperative libraries. They are not usable at other library systems.
- Institution cards cannot be used to borrow these items:

    - Pink Cart Items
    - Special collections deemed non-loanable by local branches
- Institution Cards will be marked by a sticker affixed to a regular Heartland Library Cooperative library card.

Educator Cards

Educators may apply for a special Heartland Library Cooperative Educator Card at any one of our branches.

Educator Card Benefits

- Borrow up to 40 items.
    - Item limits below:
        - 40 books (no Pink Cart titles)
        - 10 AudCDs
        - 10 Music CDs
        - 2 Video Games
        - 1 Board Game
        - 3 DVDs
        - 2 DVD Sets
- Educator cards are exempt from overdue fines originating from the Heartland Library Cooperative. (ALL fines and fees originating from outside the Heartland Library Cooperative, such as interlibrary loans, must be paid in full).
- To help you keep track of borrowed materials, we'll send you email notices for items that need to be renewed.
- Educator cards have a 4 week checkout.

Educator Card Requirements & Restrictions

- Limit one card per educator. The educator is personally responsible for Educator Card use and all financial obligations incurred.
- Verification of educator status must be provided
    - School/Employee ID Badge
    - Pay Stub from School Employment
- No additional materials may be checked out on an Educator Card if there is $50 in overdue fines on the account; billed items; and/or materials are more than 30 days overdue.
- Please immediately inform the Library if your card is lost or stolen.
- If an Educator Card is not used for 2 years, it will be removed from the Library's records and will no longer be valid.
- Educator Cards may only be used at Heartland Library Cooperative branches. They are not useable at other library systems.
- Educator cards cannot be used to borrow these items:
    - Pink Cart Items

    - Special collections deemed non-loanable by local branches
- Educator Cards will be marked by a sticker affixed to a regular Heartland Library Cooperative library card.

K-12 Specialty Student Cards

K-12 students enrolled in a public or private school in a Heartland Library Cooperative member county may register for a special Heartland Library K-12 Specialty Student Card at any one of our branches.

K-12 Specialty Student Card Benefits

- Borrow up to 5 items.
    - Item limits below:
        - 5 books (no Pink Cart titles)
        - 1 AudCD
        - 1 Music CD
        - 1 Video Games
        - 1 Board Game
        - 1 DVDs
        - 1 DVD Sets
- K-12 Specialty Student cards are exempt from overdue fines originating from the Heartland Library Cooperative. (ALL fines and fees originating from outside the Heartland Library Cooperative, such as interlibrary loans, must be paid in full).
- To help you keep track of borrowed materials, we'll send you email notices for items that need to be renewed.
- K-12 Specialty Student cards have a 4 week checkout.

K-12 Specialty Student Cards Requirements & Restrictions

- Limit one card per student.
- Verification of student status must be provided:
    - School I.D for a K-12 public or private school in the school district of any of the Heartland Library Cooperative member counties.
    - Report Card or Progress report with a printed date (mm/yyy is acceptable) within the current semester of the school year at a K-12 public or private school in the school district of any of the Heartland Library Cooperative member counties.
    - Letter on school letterhead signed by the teacher, principal, assistant principal, or school secretary stating the student is enrolled in K-12 public or private school in the school district of any of the Heartland Library Cooperative member counties.

- No additional materials may be checked out on a K-12 Specialty Student Card if there is $10 in overdue fines on the account; billed items; and/or materials are more than 30 days overdue.
- Please immediately inform the Library if your card is lost or stolen.
- When a student reaches his/her/their 18th birthday, the card will transition into a regular Adult Heartland Library Cooperative card, and must be updated by the user providing a State Issued I.D.
- K-12 Specialty Student Cards may only be used at Heartland Library Cooperative branches. They are not usable at other library systems.
- K-12 Specialty Student cards cannot be used to borrow these items:
    - Pink Cart Items
    - Special collections deemed non-loanable by local branches
- K-12 Specialty Student Cards will not be held financially responsible for lost, damaged or overdue items, but cards may be revoked or blocked for the following reasons:
    - Repeated library disturbances that violate the Heartland Library Cooperative policies and procedures
    - Repeated lost/damaged items
        - Individual branches have the authority to block ability to checkout specific materials should only certain items be repeatedly lost/damaged/overdue.
    - K-12 Student Specialty Cards may be revoked permanently if more than 10 of the above mentioned offenses occur in one calendar year.
        - These offenses will be noted in the notes section of the user's account.
- K-12 Specialty Student Cards will be marked by a sticker affixed to a regular Heartland Library Cooperative library card.
- A person under 18 years of age may not have a K-12 Specialty Student Card and a regular youth account.

Lost or forgotten cards

If a patron loses his/her Library card, he/she should notify the Library as soon as possible and request a replacement. There is a $2.00 charge to replace a lost card. A patron may be allowed to check out items two times using their photo I.D (twice-per- calendar year). A note will be added to their patron account record noting the date and requiring the Library card be produced the next time the patron wishes to check out items. If the patron can provide a police report in the case of a stolen card, the card will be replaced at no charge.

Homebound Patrons

In an attempt to provide services for persons who are either homebound or who reside in a healthcare facility, we are willing to allow a caregiver or employee in such a facility to pick up materials for a Library cardholder who cannot otherwise obtain Library materials. The homebound patron must complete and have on file with the Library the Application for Library Services for Homebound Patrons (Appendix 5) in order for the caregiver or health care facility employee to pick up materials for the patron.

Loan periods

1. All Library materials circulate for 2 weeks. Limit 20 items:
   a. 5 audiobooks
   b. 5 CDs
   c. 2 DVDs (Glades circulates 5 DVDS and Okeechobee circulate 10 DVDs)
   d. 1 DVD set (sets hold 3+ DVDs)
   e. 5 magazines
   f. 1 videogame
   g. 2 Pink Cart books
   h. 1 Board Game

** Some material limits may differ by Library. Specialty items may be subject to owning library guidelines and availability.

2. Generally, reference books do not circulate. Upon request, some reference materials may be checked out overnight.
3. InterLibrary loans (ILLs) are books requested from Libraries outside of the Heartland Library Cooperative. ILLS are due in two weeks and are limited to 5 requests per month, per patron. Renewals must be arranged with the ILL staff prior to the due date of the material. Not all ILL lending Libraries allow their materials to be renewed.
4. Library material may be renewed twice if there is not a waiting list for the title.
5. Current issues of periodicals do not circulate; back issues of periodicals may be checked out for two weeks.

Patrons who wish to check out video games rated M for Mature must be at least 17 years old, or have their parent's permission. This permission must be given in person and a note and block will be added to the child's circulation record giving permission to circulation staff to check out the game to the child.

Reserves

Reserves may be placed by patrons either in person, over the phone or the internet at the Library's web site. Patrons will be notified via the listed contact information in their record when the materials become available. There is no charge to the patron for placing a reserve or for InterLibrary loan services.

Fines and charges

Since Library materials are purchased with tax dollars, the Governing Board of the Heartland Library Cooperative feels a responsibility to ensure their availability to all patrons. To achieve this goal, the Board has established a system of overdue notices and fines. The purpose of overdue notices is to secure the return of Library property for continued use. The purpose of fines is to provide partial reimbursement to the Library for materials.

Fines on overdue materials are charged for each day the Library is open.

Material	Overdue Fine	Maximum Fine
Book	$0.00/day	$50.00 or cost
Pink Cart Book	$1.00/day	$50.00 or cost
DVD	$1.00/day	$50.00 or cost
DVD Set	$1.00/day	$50.00 or cost
Audiobook	$1.00/day	$50.00 or cost
Music CD	$0.00/day	$50.00 or cost
Magazine	$0.00/day	$50.00 or cost
Video Game	$1.00/day	$50.00 or cost

Overdue Materials

Borrowers are responsible for returning materials by the due date. Patrons are restricted from borrowing any Library materials or using the public computers if their materials are overdue or if they have charges on their account. Fines are charged for each day the Library is open.

The Library offers its patrons several ways to manage accounts so that materials do not become overdue.

1. Patrons may renew Library materials in person or by phone unless the item is on hold for someone else.

2. Patrons can access the CHECK YOUR ACCOUNT feature on the Library Website at https://heartland.bywatersolutions.com/ to check due dates of items.

Lost or Damaged Materials

Each person is responsible for lost or damaged materials checked out on his/her card.
When an item is lost or damaged beyond repair, the patron will be asked to pay the Library's cost of replacing it plus a $5.00 non-refundable processing fee.

Refunds for returned materials will only be given if the member county's financial policies allow them. Refunds are made when lost materials that have been paid for are returned to the Library in good condition within six months of the due date.

All materials are carefully checked for damage and missing parts when returned with special attention to audiobooks, music CDs, DVDs, videos, video games.

Charges that will be applied to patron's Library card if checked out items are returned damaged or if items are missing. All damages are assessed on a case by case basis.

Item	Charge (per item)
Barcode label	$2.00
CD/DVD case	$5.00
CD or Disc accompanying item	$6.00
Processing fee	$5.00
Lost/Damaged Item	Replacement cost

**At librarian's discretion

Internet Statement

In response to the advances in technology and changing needs of the citizens of the member counties, the Heartland Library Cooperative strives to meet the informational, recreational, and educational needs of the community. This is achieved by developing resources, collections, and services, which include access to the Internet. However, the Heartland Library Cooperative cannot monitor, and has no control over, the information accessed through the Internet. The Library cannot be held responsible for its content, or the absolute accuracy of the information accessed via the Internet. Therefore, users of the Internet access information at their own discretion and risk.

The Library has adopted the Heartland Library Cooperative Policy on Public Use of the Internet. (Appendix 4.)

Confidentiality

As specified in Florida Statutes 257.261 all registration and circulation records of every public Library, except statistical reports of registration and circulation, are confidential and exempt from the provisions of s. 119.07(1) and from s. 24(a) of Article 1 of the State Constitution. The Heartland Library Cooperative adheres strictly to all sections of this Statute regarding the protection of the confidentiality of its users.

Equipment Use Policy

Computers are available, to patrons who have a Library card issued by the Library, on a first-come, first-served basis. The Libraries utilize a PC reservation system to manage the public PCs. This system allows patrons to reserve a PC for use within a certain time period. Patrons must be in good standing with the Library to be able to use the public access computers. Instructions for operating hardware are displayed near the computer. The time limit is 60 minutes per session. Library staff is available for general assistance in using the computer. Staff is not expected to train patrons in the use of application programs. Tutorial manuals will be provided when available.

The Libraries allow for personal computer equipment to access the internet via a wireless network throughout the entire building which is incorporated by reference herein.

1. Persons utilizing the wireless connection agree to comply with all provisions of the current Heartland Library Cooperative Policy on Public Use of the Internet which is incorporated by reference herein.
2. The Library’s wireless connection is filtered. Use of the wireless connection is done at the patron's own risk. By using this connection, patrons acknowledge that security errors and hacking are an inherent risk associated with any wireless service. For that reason, patrons expressly agree that they knowingly assume such risk, and further agree to hold the Library harmless from any claim or loss arising out of, or related to, any such instance of hacking or other unauthorized use or access into the patron's computer.
3. The Library accepts no responsibility for any software downloaded and/or installed, email opened, or sites accessed while patrons are on the wireless internet connection. Any damage done to the patron's equipment or self from viruses, identity theft, spyware, plug-ins or other Internet-

borne programs is the sole responsibility of the patron and the patron indemnifies and holds harmless the Library from any such damage.

4. The Library accepts no responsibility regarding the ability of patron owned equipment to connect to the wireless network. Library staff will not change settings on patron equipment.

Print management software is utilized at each Library to recover the costs for printing from the public computers. Black and white printouts are $ .25 per page; color, $1.00 per page (if available in the Library). There is no printing available on the wireless connection.

Photocopy machines are available to patrons who wish to copy materials at the rate of $.25 per page. Color copiers and printers may be available in some Libraries. The cost for printing/copying in color is $1.00 per page.

Copy machine users are advised that there are restrictions on copyrighted materials. Any violation of copyright is the responsibility of the copy machine user.

Meeting Room Policy

The room is available to individuals or organized groups in the Library service area. The Library Board may make exceptions if the Board deems extenuating circumstances are involved.

The fact that a group is permitted to meet at the Library does not in any way constitute an endorsement of the group's policies or beliefs by the Library staff or Board.

It is understood that Library programming will have first priority in room use. Groups requesting use of the Library meeting room must confirm with the individual Library how many seats are available in the meeting room.

Refreshments may be served, if allowed by the individual Library, and shall be provided by the group. The people using the room shall leave it in neat, clean, orderly condition; if not, the group/individual will be given notice that continued offense will result in denied access to the meeting room. The group may be charged for repair and/or cleanup of the room if damage occurs during the meeting.

The Library is not responsible for any equipment, supplies, materials, clothing, or other items brought to the Library by any group or individual attending a meeting. The Library cannot provide pencils, paper, pens or other materials for non-Library

sponsored meetings. The Library Board and staff do not assume any liability for groups or individuals attending a meeting in the Library.

Displays and Exhibits Policy

As an educational and cultural institution, the Library welcomes exhibits and displays of interest, information and enlightenment to the community. Displays of handiwork, historical material, nature study, or any other material deemed of general interest may be exhibited. The director shall accept or reject material offered for display based on its suitability and availability. Individuals wishing to display must contact the individual Library to make arrangements since each Library will have different space available for displays.

The Library assumes no responsibility for the preservation or protection, and no liability for possible damage or theft of any item displayed or exhibited. All items placed in the Library are there at the owner's risk.

Public Notice Bulletin Board Policy

Bulletin board materials may be submitted for posting by nonprofit organizations for civic, educational, or cultural purposes. Such organizations may submit literature publicizing a specific event. Limited space generally allows only short-term notices. The director must approve all postings and may prohibit postings that do not meet Library standards. Library staff will place and remove postings promptly.

A request for return of items, along with name and telephone number of the person to be contacted, should be printed on the back of each article. Unless such arrangements are specified, items must be picked up the day following the date of the publicized event if the owners want them returned. Otherwise, the Library will not be responsible for returning materials.

Security Check

The Library reserves the right to ask to inspect personal belongings such as bags, backpacks, attaché cases, purses, coats and other containers of every person entering and leaving the Library. The Library may request that such items be left at the
Circulation desk for the duration of the patron’s visit to the Library. If the patron refuses to allow inspection, he/she will not be allowed to bring those un-inspected personal belongings into the Library. Bringing any such personal belongings into the Library constitutes the patron’s consent to inspection of those personal belongings before he/she leaves the Library, and law enforcement agencies will

immediately be called if the patron refuses to allow inspection of his/her personal belongings when leaving the Library.

Appendix 1.

STATEMENT OF CONCERN ABOUT LIBRARY RESOURCES

Name: Phone: Date:

City: State: ZIP:

Resource on which you are commenting:

- ☐ Book
- ☐ Audiovisual Material
- ☐ Program
- ☐ Display
- ☐ Other:_____

Title: _____

Author/Publisher or Producer/Date:____

1. What brought this resource to your attention?
2. To what do you object? Please be as specific as possible.
3. Have you read or listened or viewed the entire content? If not, what parts?
4. What do you feel the effect of the material might be?
5. For what age group would you recommend this material?
6. In its place, what material of equal or better quality would you recommend?
7. What do you want the Library to do with this material?

Appendix 2.

MEDIA RELEASE FORM

I _____, parent or guardian of_____, age ____, hereby grant permission for the Heartland Library Cooperative to take photographs of this child for use in promotional activities related to Library programs. Photographs may appear in newspapers, magazines, on television, on the Library's Internet web page, or may be used in displays in the Library or in other local promotions, as the Library deems appropriate. The Heartland Library Cooperative hereby warrants that it will not sell or make any use other than as specified herein of any photographic likeness of the individual for whom this release is given without first obtaining the additional written consent of the parent or guardian for such purpose or purposes. I understand and agree that I will receive no compensation for the use of any photographic likeness of the individual by the Library.

Signed: Date :

Name (printed) of Parent or Guardian:

Appendix 3.

RECIPROCAL BORROWING

General Guidelines

1. Participation by Libraries in the reciprocal borrowing program is voluntary.
2. The reciprocal borrowing agreement is automatically renewed each October 1st, unless a participating Library notifies the other participants 60 days prior.
3. Materials available for reciprocal borrowing will be at the discretion of the individual lending Library. It is hoped that most circulating items will be included.
4. Borrowers will be subject to the rules of the lending Library.
5. Registered borrowers from any participating Library are registered borrowers of all Libraries in that system.
6. Borrowers will need to register separately at each Library management system. When the borrower uses another Library for the first time, the same barcode can be entered into the host database. If your system cannot accept the standard barcode, then affix one of your barcodes to the back of the card. The reciprocal borrowing sticker should be placed on the Library card.
7. Overdue fines may be collected at the Library where materials are returned, based on their fine rate. All fines are kept by the Library collecting them.
8. Fees for lost and damaged materials will be collected and kept by the owning Library. Damaged material will be returned to the owning Library, which will assess any fines or fees.
9. Individual Libraries are responsible for insuring that their staffs are aware of, and adhere to, statutory requirements concerning confidentiality of public Library users' registration and circulation records as required by Florida Statute 257.261.

TBLC Responsibilities

1. Coordinate the administration and evaluation of the program and the collection of statistics.
2. Convene an ongoing advisory committee for the program.
3. Solicit and consider suggestions for improvement of the program. The reciprocal borrowing advisory committee will review policies and procedures on an annual basis to maintain the best possible service.
4. Maintain a file of letters of agreement to participate in the program.
5. Promote the program throughout the service area.

6. Provide encouragement, support and training to Libraries new to reciprocal borrowing.

Library Responsibilities

1. Identify the Library as a participant in the program.
2. Distribute stickers provided by TBLC to requesting borrowers.
3. Honor cards from participating Libraries.
4. Inform borrowers about local rules of service.
5. Keep and provide monthly statistics about card registration and use and forward to TBLC for compilation.
6. Verify the current address of the card holder
7. Return materials to owning Library. Attach routing slip, noting date & location returned and whether a fine was paid.
8. Publicize and promote program at local level.
9. Participating Libraries will adopt policies and procedures that insure confidentiality and privacy of patrons are maintained.

Borrower Responsibilities

1. Present your Library card to a reciprocal borrowing Library to register for Library privileges in that Library system.
2. Be in good standing at your local Library.
3. Be informed and abide by the rules and policies of the participating Libraries you use.
4. Assume responsibility for all materials borrowed on your cards, including payment for lost/damaged materials, overdue fines or other fees.
5. Return materials to any participating Library in a timely manner according to the rules of the lending Library.

TBLC LIBRARIES:

An up-to-date listing of participating TBLC (Tampa Bay Library Consortium) can be found on the TBLC website: https://tblc.org/membership-2

SWFLN LIBRARIES:

An up-to-date listing of participating SWFLN (Southwest Florida Library Network) can be found on the SWFLN website: https://swfln.org/membership-directory/

Appendix 4

INTERNET POLICY

First-time users are required to read this Internet Policy before proceeding. This will be encouraged when a new Library card is issued.

The Internet is a resource to be utilized in the fulfillment of the Heartland Library Cooperative ("HLC") Mission Statement. Internet access is intended as an information resource. As an information resource, the Internet enables the Libraries to provide information beyond the confines of their own collections.

Computer workstations are located within each Library. Internet use is limited to sessions with a maximum of 60 minutes. Total Internet use is limited to 120 minutes per day per person.

Wireless Internet Access is offered within each Library.

Internet users should have no expectation of privacy, should be considerate of other Library users, and refrain from displaying materials that might reasonably be considered objectionable.

HLC receives E-rate and/or LSTA funding. As a result, HLC is required by federal law, specifically the Children's Internet Protection Act ("CIPA"), to block Internet access to visual depictions that are obscene, illegal, contain child pornography, or are harmful to minors. The HLC Board has chosen to block adult sites in order to fulfill federal requirements.

Additionally, the HLC Board has authorized staff to block sites in the category of Streaming Media when needed in order to better manage the flow of traffic within the HLC local and wide area networks.

Inappropriate use, as determined by the Library staff, will result in immediate cessation of the Internet users' access and/or disciplinary action as required. Inappropriate use includes, but is not limited to:

- Accessing, transmitting, uploading, downloading, or distributing pornographic, obscene, or sexually explicit material. See Florida Statutes 847.011(1)(a) and 847.0133 (1).

- Violating copyright or otherwise using intellectual property of another individual or organization without permission.
- Harassment of other users; disruption or unauthorized monitoring of other Internet users' electronic access or attempting to gain access to an unauthorized resource.
- Damaging or destroying equipment, software, or data belonging to HLC or individual Libraries or persons including adding, altering, or deleting files present on workstations. See Florida Statute 815.05 & 815.06. • Violating any local, state, or federal statute.

Access by Minors

Parents or legal guardians must assume responsibility for deciding which Library resources are appropriate for their own children. Parents or legal guardians should guide their children in use of the Internet and inform them about materials they should not use. While HLC affirms and acknowledges the rights and responsibilities of parents and guardians to monitor and determine their children's access to Library materials and resources, including those available through the Internet, HLC has taken certain measures designed to assist in the safe and effective use of these resources by all minors.

Parents or legal guardians are advised to supervise their children's Internet sessions.

Parents or legal guardians are encouraged to read "Child Safety on the Information Highway" available and to make use of the resources offered by NetSmartz at http://www.netsmartz.org/.

HLC urges minors to also keep in mind the following safety guidelines:

- Never give out identifying information such as home address, school name, or telephone number.
- Let parents or guardians decide whether personal information such as age, marital status, or financial information should be revealed.
- Never arrange a face-to-face meeting with someone via the computer without parents' or guardians' approval.
- Never respond to messages that are suggestive, obscene, threatening, or make one uncomfortable.
- Have parents or guardians report an incident to the National Center for Missing and Exploited Children at 1-800-843-5678 if one becomes aware of the transmission of child pornography.
- Remember that people online may not be who they say they are.
- Remember that everything one reads may not be true.

Internet Disclaimer

In offering Internet access, HLC cannot guarantee that information found through the Internet is accurate, authoritative, or factual. Nor can HLC control access points that often change rapidly or unpredictably. HLC uses a commercial Internet filter to block Internet access to visual depictions that are obscene, illegal, contain child pornography, or are harmful to minors.

In consideration of HLC providing access to the Internet, Internet users and the parents and legal guardians of Minor Internet users agree to hold HLC harmless and agree to indemnify the Library from any and all liability arising out of the use of the Internet and/or Library workstations. HLC is not responsible for loss of any data due to service interruptions. HLC is not responsible for any commercial transactions that an Internet user participates in while accessing the Internet.

Appendix 5

Application for Library Services for Homebound Patrons

In an attempt to provide services for persons who are either homebound or who reside in a healthcare facility; Heartland Library Cooperative is willing to allow a caregiver or employee in such a facility to check out materials & pay fines for said patron using the patrons Library card. If you have had a Library card in the past and have lost it, there will be a **$2.00** replacement fee. You (the patron) will be responsible for any late fees or charges for damaged or lost items. The person(s) you have chosen to pick up materials for you will need to bring this form in completed and signed by you (the patron). They will also need your photo ID (or copy of) and proof of your current residence if different than the ID card. The person you have chosen to check out for you will also need a valid photo ID to identify himself or herself as the said person. This application will be kept at the Heartland Library Cooperative home Library as a permanent record. If you no longer want this person to check out materials for you, you will need to notify your Heartland Library Cooperative home Library. You will need your Library card number if you need to change the authorized person to someone else; and you will need to complete and sign a new application.

Patron's full name (printed):

Patron's signature:

Current address (home or facility):

Telephone number(s):

Date of birth:

I hereby authorize _____to use my Library card to check out Library materials and pay fines for my use ONLY. I am unable to visit the Library in person due to my being homebound or a resident in a health care facility.

Caregiver's full name (printed):

Caregiver's signature:

Caregiver's home address:

Caregiver's telephone number(s)

Caregiver's driver's license or Florida ID #:

I, , being the caregiver or employee at the health care facility where the patron resides; promise in good faith to abide by all the policies of the Heartland Library Cooperative. I will be using the patron's Library card to check out materials for the patron and return them back to the Library. If any materials are late, damaged or lost I will do my best to make sure the patron is aware and pays for all charges that are due.

In the event of any circumstances that you need to contact the Heartland Library Cooperative please call your home Library whose number may be found on your Library card.

Appendix 6

HEARTLAND LIBRARY COOPERATIVE TRAVEL POLICY

The Governing Board of the Heartland Library Cooperative adopts the following provisions governing per diem and travel for all travel, class A, B or C, on behalf of the Cooperative. These provisions are described in Florida Statutes 112.061 (3) (a).

Background

A public employee or authorized person uses the travel reimbursement process to obtain reimbursement for authorized and allowable out-of-pocket expenses while on Cooperative business. Allowable expenses include transportation, meals, lodging, and other costs incidental to traveling such as taxi fares, parking fees, and tolls.

Travel status is classified as Class A, Class B, and Class C:

- Class A travel is defined as continuous travel of 24 hours or more away from the traveler's official headquarters. Travel time is based on a calendar day—from midnight to midnight.
- Class B travel is defined as continuous travel of less than 24 hours that requires an overnight absence from the traveler's official headquarters. Travel time is calculated on the travel period consisting of 6-hour cycles beginning with departure time.
- Class C travel is defined as travel for short or day trips where the traveler is not away from official headquarters overnight. Class C meal expense allowances are a fringe benefit and are considered taxable income by the IRS, subject to federal income tax withholding and Social Security taxes.

All travel must be authorized and approved by the head of the Cooperative Coordinator. The Cooperative Coordinator shall not authorize or approve such a request unless it is accompanied by a signed statement by the traveler's supervisor stating that such travel is on the official business of the Cooperative and also stating the purpose of such travel.

AIRFARE: The traveler will be reimbursed for the cost of round-trip, coach class airfare. Purchase of a non-refundable ticket is required. The original ticket receipt must be submitted with the Heartland Library Cooperative Voucher for Reimbursement of Travel Expenses.

If traveling by plane, the Cooperative allows travel time prior to departure time and after arrival time as the time that may be listed on your travel voucher. This

allows additional time for travel to and from the airport, baggage check, security, etc.

CAR RENTAL: A compact car must be used (Class B). If you would like to rent a larger Car, you are required to pay the difference. Receipts for gas must be submitted with the Heartland Library Cooperative Voucher for Reimbursement of Travel Expenses.

HOTEL: Hotel rooms can only be reimbursed for the single occupancy rate and taxes. If room rate is over $135 per night, justification must be provided. The original hotel receipt must be submitted with the Heartland Library Cooperative Voucher for Reimbursement of Travel Expenses. Travelers will not be reimbursed for personal charges such as alcohol, movies, room service, etc. The traveler will be reimbursed actual hotel expenditures and maximum meal allowance pursuant to the current resolution adopted by the Host County, Highlands County. Additional travel expenses incurred (e.g. rental car, mileage, etc.) may be reimbursed with all applicable receipts attached.

MEALS: Breakfast - $6.00: When travel begins before 6:00 A.M. and extends beyond 8:00 A.M.
Lunch - $12.00: When travel begins before noon and extends beyond 2 P.M.
Dinner - $20.00: When travel begins before 6:00 P.M. and extends beyond 8:00 P.M.

MILEAGE: Ground Transportation: Travel by personal vehicle will be reimbursed at the current State and IRS approved rate per mile. Rental cars will be reimbursed if the cost is no greater than travel by personal vehicle.

The Heartland Library Cooperative will reimburse for tolls, parking, portage ($1 per bag, up to $5 per occasion), taxi, business calls, or other travel related expenses. Please list each one separately and provide receipts for each. The Heartland Library Cooperative credit card may be used to purchase airline tickets, reserve or pay for hotel rooms, reserve or pay for car rental. The Heartland Library Cooperative credit card should not be used to pay for meals, tolls, parking, portage, or similar expenses. Every opportunity should be taken to utilize the Heartland Library Cooperative tax exemption certificate to avoid paying taxes.

RETAIN ALL ORIGINAL RECEIPTS AND ATTACH THEM TO YOUR TRAVEL VOUCHER.

Appendix 7

HEARTLAND LIBRARY COOPERATIVE VEHICLE USE POLICY

GENERAL

In order to perform services to the residents of the Heartland Library Cooperative Counties, it is necessary for the employees of the Heartland Library Cooperative, including Contract Employees, to utilize the Cooperative owned vehicles. All aspects of the Cooperative require continuous and careful review to insure that the public of the five Counties in the Cooperative receive the best service for the minimum cost. With this in mind, vehicle usage by employees shall be limited to the following policies and criteria.

WHY VEHICLES ARE TO BE USED DURING WORKING HOURS

The Cooperative owned vehicles are to be considered as a tool. The Cooperative owns vehicles for the specific purpose of supplying a needed service to the residents of the Heartland Library Cooperative counties. Employees are to understand that these services are to be supplied at the least expense possible, considering all factors.

HOW VEHICLES ARE TO BE OPERATED DURING WORKING HOURS

Cooperative vehicles, like any other tool, should only be operated by authorized and qualified individuals. Cooperative vehicles shall not be operated by anyone who is not an employee of the Heartland Library Cooperative, a Contract Employee, or a member County. It is the responsibility of the Cooperative Coordinator to see that every vehicle assigned to the Cooperative is operated only by people who have a current valid driver's license and have been thoroughly checked out on the vehicles that may need to be operated.

The operation of every vehicle shall be in full accordance with all Board safety policies and all state and local ordinances. Violation of any of these may be considered neglect of job duties and will be dealt with according to the Board's disciplinary policies.

The operator of any Cooperative vehicle shall, at all times, keep in mind that the manner in which the vehicle is operated is a direction reflection on the Cooperative and the Board itself. Courteous and safe vehicle operation shall be required of all operators. While operating Cooperative vehicles the needs of the Cooperative shall always be the determining factor if questions arise about the vehicles unless for a direct and obviously job-related task. Under no

circumstances shall family or other unauthorized individuals be transported in Cooperative vehicles.

The operator of every vehicle is responsible to see that the vehicle is safe to drive and in good repair. The intentional operation of a known unsafe vehicle is an endangerment of Cooperative equipment, the safety of both the employee, and the general public. This type of behavior on the part of the employee could be the cause of an accident that would be considered the employee's fault, and would be handled accordingly.

HOW VEHICLES ARE TO BE OPERATED OTHER THAN WORKING HOURS

When a Cooperative vehicle is used to perform a necessary task during non-scheduled hours, the employee must exercise discretion. All employees would be well advised to be aware of circumstances that could put themselves, and the Cooperative, in an embarrassing situation. Employees who have a vehicle assigned to them may use the vehicle to go to lunch, but again discretion on the part of the employee must be exercised. If a meeting is to be attended by an employee, the vehicle should be driven straight to and from the meeting. While it is not strictly prohibited to stop to and from work on a personal errand, the exercise of discretion is imperative. Once the vehicle is home, it is not to leave for any reason until the next day's work-related activity.

If employees who are not normally assigned a vehicle wish to use one, they must get permission from the Cooperative Coordinator.

Appendix 8
Disruptive Patron Acknowledgement

I, ___ acknowledge the receipt of the Heartland Library Cooperative Policies & Procedures concerning Patron Responsibilities and Conduct, Young Children and vulnerable Adults and Disruptive Patrons.

I understand that the Library, being a member of the Heartland Library Cooperative, adheres to the policies and procedures adopted by the Cooperative.

I understand that I have been warned that conduct of either myself, or the children or vulnerable adults that are with me, is considered disruptive. I understand that this form is only given on the second (2nd) warning and another warning will cause me to be restricted from the Library and from the use of the Library facilities.

I understand that I am to leave after being instructed to do so by the staff.

DATE

SIGNED

STAFF

WITNESS

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER:	**Clinton Howerton, Jr., P.E., County Engineer** **Kenya A. Anderson, MSP, Project Manager**
SUBJECT/TITLE:	**Request adoption of Resolution 21-22-187 and approval of the supplement to the Local Agency Program (LAP) Agreement ("Supplement Agreement") between the State of Florida Department of Transportation (FDOT) and Highlands County, and request adoption of Resolution 21-22-191 for Budget Amendment 21-22-135.**

STATEMENT OF ISSUE

Attached for your approval is the Supplemental Agreement and resolution to allocate additional funds to FDOT Contract G1062 between FDOT and Highlands County for the design, construction, and construction engineering and inspection (CEI) services of a 5-foot-wide sidewalk along the right-of-way of Sun-N-Lake Boulevard (North Side) from West of Columbus Boulevard to East of Columbus Boulevard in Sebring for an approximate distance of 1,600 linear feet., in conjunction with Budget Amendment 21-22-135 and the accompanying Resolution.

FDOT is willing to provide the County with additional financial assistance under the FDOT Financial Project No. 441739-1-38/58/68-01, in the total amount of $ 151,000 (One Hundred fifty-one Thousand Dollars) for construction and CEI services for the extension of the sidewalk along Sun-N-Lake Boulevard (North Side) from West of Columbus Boulevard to East of Columbus Boulevard. The estimated completion date is July 2023.

The Board Attorney has reviewed and approved the Supplemental Agreement and the accompanying resolution. Kenya A. Anderson is the project manager for this project. James D. Langford, PE is the engineer of record.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-187 and approve the Chair to execute the supplement to the Local Agency Program (LAP) Agreement ("Supplement Agreement") between the State of Florida Department of Transportation (FDOT) and Highlands County and move to adopt Resolution 21-22-191 for Budget Amendment 21-22-135 in the amount of $151,000.

FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $151,000 and being appropriated in Cost Center 4102A (Transportation Projects), Project 19016 (Sun-N-Lake Blvd Sidewalk from W of Columbus to E of Columbus), Account No. 56301Z (Project Capital Improvements), which is being funded 100% through a grant from FDOT.

Attachments: 21-22-135 Proj 19016 SNL Blvd Sidewalk Add'l Grant Funding (BA).pdf

Sun-N-Lake_Location Map.pdf
Res. 21.22.187_FDOT Project 441739-1-38.58.68-01.CB - Final.pdf
21-22-191R Proj 19016 SNL Blvd Sidewalk Add'l Grant Funding (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
September 7, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **9/6/2022** SUBMITTED BY: **Clinton Howerton,Jr., P.E., County Engineer**

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

PROJECT(S) #: **19016** PROJECT TITLE(S): **Sun ' Lakes Blvd Sidewalk** COST CENTER TITLE(S): **Transportation Projects**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3344950Z	Project DOT Grant	19016	204,688.39	151,000.00		355,688.39
E	151	4102A	56301Z	Project Capital Infrastructure	19016	204,688.39	151,000.00		355,688.39
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **This Budget Amendment is necessary to add additional Grant funding for Project #19016 Sun ' N Lakes Blvd. Sidewalk.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-135**

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

SIGNATURE: _____

DATE: ____/____/____

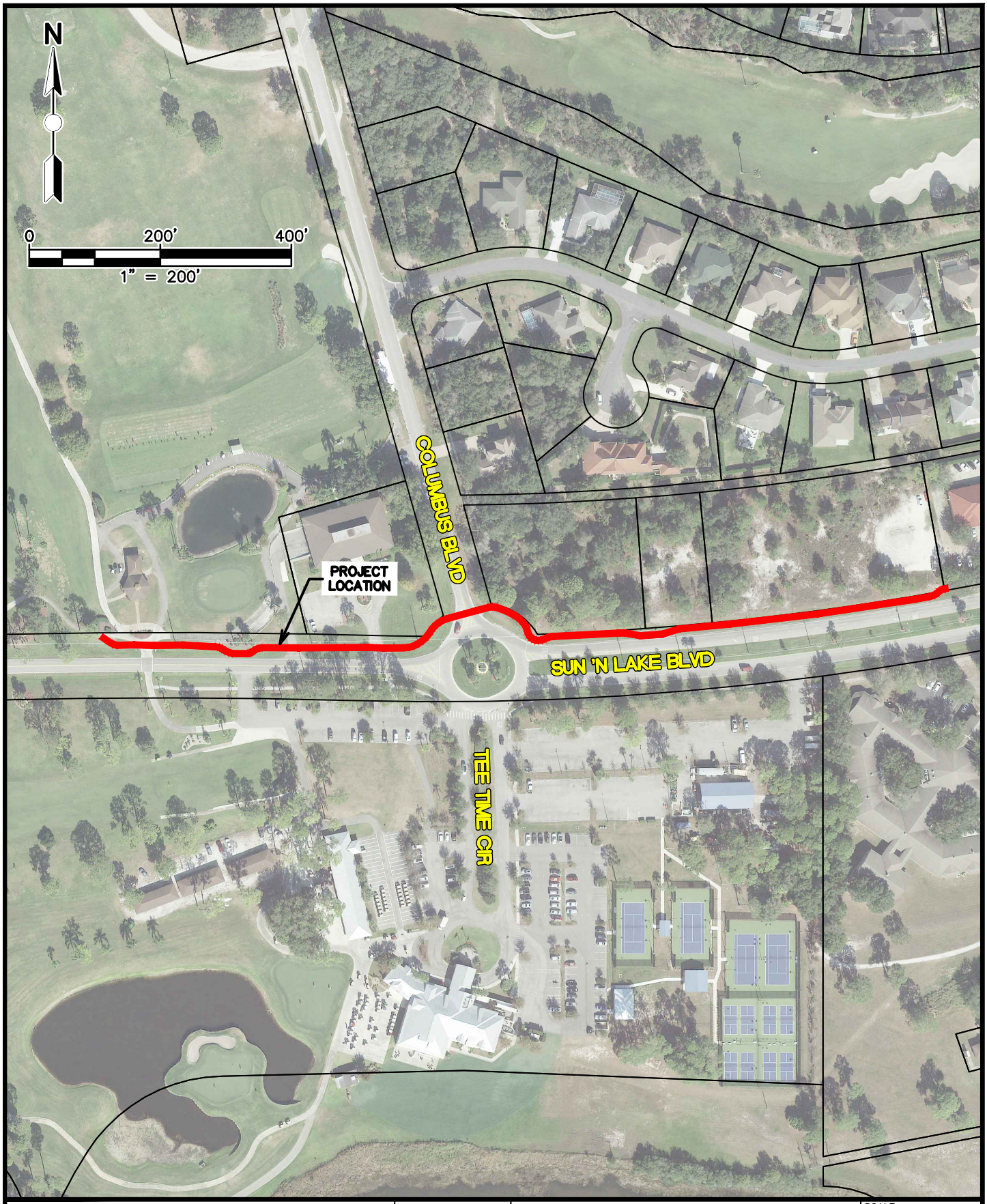
TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020



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

APPROVED BY: CLINTON HOWERTON, JR., P.E.
FLORIDA REGISTRATION NO.: 61021
DATE: 9/7/2022

SUN 'N LAKE BOULEVARD SIDEWALK IMPROVEMENTS

PROJECT LOCATION MAP

DRAWN BY: STACEY MAHONEY
CHECKED BY: KENYA ANDERSON
IN CHARGE: J.D. LANGFORD, JR., P.E.

SCALE:
HORIZ. 1"=200'
VERT. N/A
DRAWING NO. 19016
REV. 0
DATE: 9/7/2022
SHEET 1 OF 1

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

RESOLUTION NO. 21-22- 187

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO SUPPLEMENTAL NO.: 1 TO THE AGREEMENT WITH FDOT RELATED TO CONTRACT NO.: G1O62, FINANCIAL PROJECT NO.: 441739-1/38/58/68-01; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AMENDMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 23, 2020, Highlands County adopted Resolution 19-20-90, authorizing the Agreement with the Florida Department of Transportation (FDOT) pursuant to the Local Agency Program, FDOT Contract No.: G1O62, Financial Project No.: 441739-1-38/58/68-01, for the design, construction, and construction engineering and inspection of a 5-foot-wide sidewalk along the right-of-way of Sun-N-Lake Boulevard (North Side) from W of Columbus Boulevard to East of Columbus Boulevard in Sebring (approximately 1,600 linear feet); and

WHEREAS, Highlands County has determined that it is in the best interest, and consistent with the health, safety and welfare, of the public to amend the Agreement with FDOT and to provide for additional permissions as set forth herein related to certain necessary future amendments.

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 Amendment and Authorization to Execute.

A. Supplemental No.: 1 to the Agreement, related to FDOT Financial Project No.: 441739-1-38/58/68-01, in connection with the design, construction, and construction engineering and inspection Columbus Boulevard to East of Columbus Boulevard in Sebring attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of the County.

B. To the extent future amendments to the Agreement are necessary, as long as such amendments do not materially alter the Agreement and the same have been approved by the County Attorney and County Administrator, the Chairperson or a designee thereof is hereby authorized to execute such amendments to the Agreement on behalf of the County without further action by the Board of County Commissioners

C. The County Administrator shall notify the Board of County Commissioners, by way of informational agenda item, of any amendment executed pursuant to this Resolution. Failure of the County Administrator to notify the Board of County Commissioners related to any such amendment shall not in any way invalidate the same.

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 Supplemental No.: 1 to the Agreement pertaining to FDOT Financial Project No.: 441739-1-38/58/68-01, 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.

(Signatures on the following page)

PASSED AND ADOPTED this 20th day of September 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen A. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO. 1	FEDERAL ID NO. (FAIN) D120-065-B
CONTRACT NO. G1O62	FEDERAL AWARD DATE 06/08/2020
FPN 441739-1-38/58/68-01	RECIPIENT UNIQUE ENTITY ID SAM NO. DVGCMAE96DX5

Recipient, Highlands County, desires to supplement the original Agreement entered into and executed on 06/23/2020 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Sun-N-Lake Blvd from W of Columbus Blvd to E of Columbus Blvd Length 0.3 miles

Termini 5 foot Sidewalk along north side of roadway

Description of Work:
The scope of the project consists of the design, construction, and construction engineering and inspection of a 5-foot-wide sidewalk along the right-of-way of Sun-N-Lake Blvd (North Side) from W of Columbus Blvd to East of Columbus Blvd in Sebring for an approximate distance of 1,600 linear feet.

Reason for Supplement and supporting engineering and/or cost analysis:
The purpose of this supplemental agreement #1 is to add funding in the amount of $45,000.00 (Forty-Five Thousand Dollars) in CEI funds and $106,000.00 (One Hundred Six Thousand Dollars) in Construction funds in fiscal year 2023 as shown in the attached Exhibit “B” adjusted “SCHEDULE OF FUNDING”.

The Local Agency Program Agreement is amended as follows:

a. Exhibit B “SCHEDULE OF FUNDING” is replaced in its entirety by the “ADJSUTED EXHIBIT B SCHEDULE OF FUNDING” and is incorporated by reference.

b. Section 4 a under project cost on page 1 of the June 23, 2020, Local Agency Program Agreement is replaced in its entirety by:

The total cost of the project is $382,146.00 (Three Hundred Eighty-Two Thousand One Hundred Forty-Six Dollars). The amount is based upon the schedule of funding in Exhibit “B”, Schedule of Funding attached to and incorporated in the Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided in paragraph 5.1.

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Highlands County
505 South Commerce Ave
Sebring, FL 33870

FINANCIAL PROJECT NUMBER: 441739-1-38/58/68-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design						
FY: 2020/2021 (SL)	35,893.00		$35,893.00			$35,893.00
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Design Cost	$35,893.00	$ 0.00	$35,893.00	$ 0.00	$ 0.00	$35,893.00
Right-of-Way						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction						
FY: 2022/2023 (SL)	$180,896.00		$180,896.00			$180,896.00
FY: 2022/2023 (ACSL)		$106,000.00	$106,000.00			$106,000.00
FY: (Insert Program Name)						
Total Construction Cost	$180,896.00	$106,000.00	$286,896.00	$ 0.00	$ 0.00	$286,896.00
Construction Engineering and Inspection (CEI)						
FY: 2022/2023 (ACSL)	$14,357.00		$14,357.00			$45,000.00
FY: 2022/2023 (SL)		$45,000.00	$45,000.00			$14,357.00
FY: (Insert Program Name)						
Total CEI Cost	$14,357.00	$45,000.00	$59,357.00	$ 0.00	$ 0.00	$59,357.00
(Insert Phase)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$231,146.00	$151,000.00	$382,146.00	$ 0.00	$ 0.00	$382,146.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph
District Grant Manager Name

DocuSigned by:
Signature
413936697A4144B...

9/7/2022 | 10:55 AM EDT
Date

DocuSign Envelope ID: 758BFE18-636E-46AD-9F9D-EB51B0A7D447

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT Highlands County

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Date:_____

Legal Review:

DS
DC

_____

RESOLUTION NO. 21-22-191

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-135 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-135 is hereby approved and authorized to appropriate additional funding from Florida Department of Transportation (FDOT) for Project 19016 Sun 'N Lake Blvd. from W. of Columbus Blvd. E. of Columbus Blvd. to cover the funding shortfall for construction for an increase in the amount of $151,000.00.

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 20th day of September 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

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

SUBJECT/TITLE: **Request adoption of Resolution 21-22-192 pertaining to the Sebring Ridge Utility Annuity, providing for the release of escrow account.**

STATEMENT OF ISSUE

June 25, 2001, Highlands County, Florida entered into a Substitution Of Ownership And Beneficiary Stipulation And Agreement with the Department of Business and Professional Regulation, Division of Florida Land Sales ("Division") and Lake Sebring Ridge, Inc. ("Lake Sebring"), by which the Division transferred to the County ownership and a beneficial interest in an annuity to secure Lake Sebring's obligation to complete the expansion of the sewage treatment plant for Sebring Ridge Subdivision when needed.
On May 9, 2006, the County, Lake Sebring and Highlands Independent Bank entered into a Subdivision Improvement Agreement wherein the annuity was redeemed and an escrow account established with Highlands Independent Bank in order to secure Lake Sebring's obligation to complete the expansion of the sewage treatment plant for the Sebring Ridge Subdivision. there is no longer a need for the Escrow Account as there is no present need for an expansion of the sewage treatment plant and the related utility system, Sebring Ridge Utilities, is under contract to be sold.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-192 pertaining to the Sebring Ridge Utility Annuity, providing for the release of escrow account.

Attachments: Res 21.22.192_Sebring Ridge Utilities Escrow Account.SGS.pdf

RESOLUTION NO. 21-22-192

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE SEBRING RIDGE UTILITY ANNUITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR RELEASE OF ESCROW ACCOUNT; 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, on June 25, 2001, Highlands County, Florida entered into a Substitution Of Ownership And Beneficiary Stipulation And Agreement with the Department of Business and Professional Regulation, Division of Florida Land Sales ("Division") and Lake Sebring Ridge, Inc. ("Lake Sebring"), by which the Division transferred to the County ownership and a beneficial interest in an annuity to secure Lake Sebring's obligation to complete the expansion of the sewage treatment plant for Sebring Ridge Subdivision when needed; and

WHEREAS, on May 9, 2006, the County, Lake Sebring and Highlands Independent Bank entered into a Subdivision Improvement Agreement wherein the annuity was redeemed and an escrow account established with Highlands Independent Bank in order to secure Lake Sebring's obligation to complete the expansion of the sewage treatment plant for the Sebring Ridge Subdivision; and

WHEREAS, South State Bank, N.A., is the successor in interest to Highlands Independent Bank and presently holds the funds escrowed by Lake Sebring ("Escrow Account"); and

WHEREAS, there is no longer a need for the Escrow Account as there is no present need for an expansion of the sewage treatment plant and the related utility system, Sebring Ridge Utilities, is under contract to be sold.

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

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

SECTION 2. Release of Escrow Account. Highlands County hereby releases Lake Sebring from any and all present obligations to provide the County with security relating to the referenced expansion of the sewage treatment plant for the Sebring Ridge Subdivision and authorizes and directs South State Bank, N.A., and its successors and assigns, to take whatever action that is necessary to terminate the County's interest in

the Escrow Account and return the funds in the Escrow Account to Lake Sebring without restriction. The County releases and discharges South State Bank, N.A. and Lake Sebring from any claims, demands or causes of action relating to the Escrow Account.

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

SECTION 4. Savings Clause. All prior actions of the Board of County Commissioners of Highlands County pertaining to release of the Escrow Account, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 20th day of September 2022.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sep 20, 2022

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 21-22-136 to transfer funds to affected cost center shortfalls**

STATEMENT OF ISSUE

This budget amendment is necessary for Pre-End-Of-Year Negative Account balance clean-up in various cost centers for accounting purposes.

RECOMMENDED ACTION

Move to approve Budget Amendment 21-22-36 to transfer funds to affected cost center shortfalls

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is transferring $50,000 from cost center 3991 (Local Emergency Mgmt.) to cost center 3200 (Public Safety), account 55211 (Gas & Oil) and cost center 5105 (Ambulance Service), account 53400 (Contractual Service) in the amounts of $47,500.00 and $2,500.00, respectively.

Attachments: 21-22-136 EMS Operating Add'l Funding (BA).pdf

REVIEWED
O.M.B DEPARTMENT
September 8, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **9/8/2022** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3991, 3200, 5105**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Emergency Mgmt, Public Safety, Ambulance Service**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**3991**	**51200**	**Regular Salary & Wages**		**204,597.00**		**50,000.00**	**154,597.00**
E	**005**	**3200**	**55211**	**Gas & Oil**		**1,875.00**	**2,500.00**		**4,375.00**
E	**005**	**5105**	**53400**	**Contractual Services**		**387,634.11**	**47,500.00**		**435,134.11**
									0.00
									0.00
									0.00
									0.00

REASON: **To transfer available funds from Emergency Management (3991) to Public Safety (3200) and Ambulance Service (5105) to cover budget shortfalls.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-136**

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 20, 2022

PRESENTER: **Julie Richardson, CAC Manager**

SUBJECT/TITLE: **Request approval of an Agreement with the Florida Network of Children's Advocacy Center to distribute proceeds from the Stop Child Abuse License Plate and Voluntary Contribution program and adoption of Resolution 21-22-193 for Budget Amendment 21-22-137.**

STATEMENT OF ISSUE

Pursuant to Florida Statutes 320.08058(41) and 320.02(16)(n) the FNCAC is to provide CAC's with their share of the proceeds from the sale of "Stop Child Abuse" license plates and Voluntary Contributions Programs. CAC's are to use these funds for direct service provisions, education, or prevention/intervention programs.

RECOMMENDED ACTION

Move to approve Agreement with the Florida Network of Children's Advocacy Center to distribute proceeds from the Stop Child Abuse License Plate and Voluntary Contribution program and to adopt Resolution 21-22-193 for Budget Amendment 21-22-137.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget is increasing for FY22/23. This budget amendment is recognizing additional revenue in the amount of $2,962.83 in Fund 005, cost center 3995 (Children's Advocacy Center), and project 21111 (SCALP 22/23).

Attachments: 21-22-137 SCALP 22-23 (BA).pdf
21-22-137R SCALP 22-23 (Resolution).pdf
Please_DocuSign_License_Plate__Voluntary_Co (002)_SCALP (002).pdf

REVIEWED
O.M.B DEPARTMENT
September 8, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **9/8/2022** SUBMITTED BY: **Mercedes McNew**

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

PROJECT(S) #: **21111** PROJECT TITLE(S): **SCALP 22/23** COST CENTER TITLE(S): **Children's Advocacy Center**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005	3995	3346900Z	Project Other Human Services	21111	0.00	2,962.83		2,962.83
E	005	3995	55403Z	Project Education and Training	21111	0.00	2,962.83		2,962.83
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To allocate funds for SCALP 22/23 agreement; to be utilized for prevention and intervention services.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-137**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-193

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-137 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-137 is hereby approved and authorized to allocate grant funds that have been allotted to Project 21111 SCALP 22/23 in the amount of $2,962.83.

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 20th day of September, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

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Agreement to Distribute Proceeds from Stop Child Abuse License Plate And Voluntary Contribution Program

This AGREEMENT is entered into by and between the Florida Network of Children's Advocacy Centers, Inc., a not-for-profit corporation qualified to do business in Florida (hereinafter referred to as the "FNCAC"), and the **Highlands County, a Political Subdivision of the State of Florida** a Children's Advocacy Center as defined in Section 39.3035, Florida Statutes (hereinafter referred to as the "CAC"):

Recitals

WHEREAS, Section 320.08058(40), Florida Statutes, provides that the FNCAC shall distribute its share of the proceeds from the sale of the "Stop Child Abuse" license plate among the children's advocacy centers in Florida that meet the standards set forth in Section 39.3035, Florida Statutes;

WHEREAS, Section 320.02(16)(n), Florida Statutes, provides that the FNCAC shall distribute the proceeds from the Voluntary Contribution Program equitably among the network members, as determined by the board of directors of the FNCAC;

WHEREAS, Section 39.3035(4), Florida Statutes, provides that a children's advocacy center within this state may not receive any state funds administered by a state agency, or any other funds appropriated by the Legislature unless all of the standards of subsection 39.3035(2), F.S. are met and the screening requirement of subsection 39.3035(3), Florida Statutes, is met; and

WHEREAS, Section 39.3035(4), Florida Statutes, provides that the FNCAC shall be responsible for tracking and documenting compliance with subsections 39.3035(2) and (3), Florida Statutes, for any of the funds it administers to member child advocacy centers.

THEREFORE, the FNCAC and the CAC, in consideration of the mutual promises contained in this Agreement, agree as follows:

Section 1. TERM OF THE AGREEMENT

The AGREEMENT will be effective on July 1, 2022 and will continue until June 30, 2023.

Section 2. AMOUNT OF AWARD

The amount of funds awarded the CAC pursuant to the Stop Child Abuse License Plate under this Agreement from the FNCAC shall be $2,132.76. The amount of the funds awarded the CAC pursuant to the Voluntary Contribution Program under this Agreement from the FNCAC shall be $830.07. The funds will be distributed to the CAC upon execution of this agreement.

Section 3. COMPLIANCE WITH STATUATORY REQUIREMENTS

By signing this Agreement, the CAC affirms that it complies with all of the standards set forth in Section 39.3035(2) and the screening requirements set forth in Section 39.3035(3), Florida Statutes. If, during the term of this Agreement, the CAC fails to comply with the standards or screening

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requirements set forth in subsections (2) and (3) of Section 39.3035, Florida Statutes, the CAC shall immediately notify the FNCAC. Failure to comply with those standards and screening requirement shall require the CAC to refund all unused funds awarded under this Agreement to the FNCAC.

Section 4. BUDGET

Upon the execution of this agreement, the CAC shall submit to the FNCAC, on the form attached to this agreement as EXHIBIT A, which is incorporated herein by reference, a budget and a narrative describing how the funds awarded under this Agreement will be used during the fiscal year.

Section 5. DELIVERABLES

The CAC shall submit to the FNCAC, on the form attached to this agreement as EXHIBIT B, which is incorporated herein by reference, a deliverable report and documentation due no later than July 31, 2023. The Deliverable Report along with backup documentation shall be submitted via Track-It! Track-It! is an electronic document management system for providers to utilize in the submission of reports and other documents to the FNCAC. The Track-It! URL is: https://trackit.fncac.org:9001/TrackItWeb/SelfService. The CAC agrees to maintain and timely submit the report and documentation. Failure to do so, may require repayment of any or all funds. Retain agreement and reports for 6 years.

Section 6. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties concerning the subject matter herein and all prior representations, statements, negotiations and undertakings are superseded or restated herein. No amendment to this agreement shall be affected unless it is in writing and signed by the CAC and an authorized corporate officer or employee of the FNCAC.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day, month and year written above.

Florida Network of Children's Advocacy Center	**Highlands County, a Political Subdivision of the State of Florida**
Cindy Vallely Executive Director	Signature of Authorized Representative
Date	Date
	Kathleen Rapp Print Name of Authorized Representative
	Title

EXHIBIT A

License Plate and Voluntary Contribution Budget FY 22-23

Please complete the highlighted sections

Legal CAC Name:

CAC Number:

Funds are intended for the purposes of providing prevention and intervention services to child victims . Below, please choose which category (categories) the CAC will use the funds for and provide information including the amount of funds to be used:

License Plate Funds	Voluntary Contribution Funds
1) Description of prevention or intervention services that will be provided and anticipated number of children to be served:	*1) Description of prevention or intervention services that will be provided and anticipated number of children to be served:*
2) If utilizing these funds for equipment purchases or to attend trainings to enhance the skills of staff providing prevention or intervention services, please provide a brief description (note: funds may be used for KAK Conference 2022 registration fees and travel, and KAK Conference 2023 registration fees but not travel):	*2) If utilizing these funds for equipment purchases or to attend trainings to enhance the skills of staff providing prevention or intervention services, please provide a brief description (note: funds may be used for KAK Conference 2022 registration fees and travel, and KAK Conference 2023 registration fees but not travel):*
3) Other uses - Please provide a brief explanation:	*3) Other uses - Please provide a brief explanation:*

Julie Richardson

Signature

Julie Richardson

Printed Name & Title

Cindy Vallely, FNCAC Executive Director

Date

EXHIBIT B

License Plate and Voluntary Contribution FY22-23

Deliverable Report

Due July 31, 2023

Please complete the highlighted sections

Legal CAC Name:

CAC Number:

Due July 31, 2023. Provide backup documentation and upload Deliverable Report & documentation to Track-It!

License Plate Funds	Voluntary Contribution Funds
1) Type of prevention or intervention services that were provided and number of children served:	***1) Type of prevention or intervention services that were provided and number of children served:***
2) E quipment purchased or trainings attended:	***2) Equipment purchased or trainings attended:***
3) Other:	***3) Other:***

Printed Name & Title

Signature

Reviewed by (FNCAC):

Date Reviewed

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sep 20, 2022

PRESENTER:	**Jonathan Harrison, Road & Bridge Director** **Clinton Howerton, Jr., P.E., County Engineer**
SUBJECT/TITLE:	**Request approval to accept dredging material from the Lake Henry dredging project to be used for County-related purposes and maintenance activities.**

STATEMENT OF ISSUE

The residents surrounding Lake Henry have obtained a dredge and fill permit from Florida Department of Environmental Protection (FDEP) and the residents have also hired a dredging contractor to perform the dredging activity. Residents are requesting that Highlands County support this project by taking ownership of the material being excavated to be used for County-related purposes and maintenance activities. Also, the Engineering Department will be performing some survey work in accordance with the project for the purpose of validating that correct procedures are followed during the dredging as relative to the County maintained bridge over the Lake Henry canal.

RECOMMENDED ACTION

Move to approve the request to accept dredging material from the Lake Henry dredging project to be used for County-related purposes and maintenance activities.

FISCAL IMPACT

The fiscal impact is a one time amount of $2,634 that will come from the Transportation Trust Fund, Cost Centers 4102 ($1,966) and 4101 ($668). There will be no increase to either budget as a result of this project. This cost to the County will also offset by the County taking ownership of the dredging material as such fill material will be used for County related purposes and maintenance activities for which the County would have otherwise had to pay.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of Large Scale Comprehensive Plan Future Land Use Amendment CPA-22-602LS, for an approximate 8.09 acres, from Agriculture (AG), Commercial/Industrial Mixed Use (CI), and Industrial (I) to Commercial (C) and amend the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan.**

STATEMENT OF ISSUE

On July 19, 2022, the Board approved transmittal of CPA-22-602LS to the Florida Department of Economic Opportunity (DEO) for expedited state review. DEO did not have any comments on the proposed amendment, nor did any of the reviewing agencies. This hearing is for adoption of CPA-22-602LS.

The Applicant is requesting a large scale comprehensive plan map amendment to change the Future Land Use of approximately 8.09 acres from Agriculture (AG), Commercial/Industrial Mixed Use (CI), and Industrial (I) to Commercial (C). In addition, the Applicant is requesting a comprehensive plan text amendment to amend the site-specific conditions that encompass the total site area of 46.25 acres.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance 21-22-23, CPA-22-602LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 8.09 acres from Agriculture (AG), Commercial/Industrial Mixed Use (CI), and Industrial (I) to Commercial (C) and amending the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, referencing the mandatory findings of fact and transmitting CPA-22-602LS to the Florida Department of Economic Opportunity for compliance determination.

Attachments: Staff Report CPA-22-602LS for BCC Adoption Crutchfield.pdf
Application CPA-22-602LS Crutchfield.pdf
Ordinance CPA-22-602LS Crutchfield.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Large Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 9/20/2022
Case Number: CPA-22-602LS	**Case Name:** Crutchfield Groves at US 27 & SR 66
Agent: Bowman Consulting	**Property Owners:** Crutchfield Groves, Inc.
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Request: Change the Future Land Use Map (FLUM) for an approximate 8.09 acres, from Agriculture (AG), Commercial/Industrial Mixed Use (CI), and Industrial (I) to Commercial (C),

and

Amend the Highlands County 2030 Comprehensive Plan, Future Land Use Element, to amend the site-specific conditions contained within Policy 15.2 Site Specific Developments, Number 16, CPA 04-273LS.

General Location: An approximate 8.09-acre portion of two (2) parcels located on the northwest corner of the intersection of US 27 and SR 66; the addresses being 7801 US 27, Sebring and 7909 US 27 S, Sebring.

PARCEL IDs: C-16-35-29-A00-0030-0000
C-16-35-29-A00-0031-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC):** Move to approve and adopt by Ordinance 21-22-23, CPA-22-602LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 8.09 acres from Agriculture (AG), Commercial/Industrial Mixed Use (CI), and Industrial (I) to Commercial (C) and amending the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, referencing the mandatory findings of fact and transmitting CPA-22-602LS to the Florida Department of Economic Opportunity for compliance determination.

2. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance, CPA-22-602LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 8.09 acres from Agriculture (AG), Commercial/Industrial Mixed Use (CI), and

Industrial (I) to Commercial (C) and amending the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, referencing the mandatory findings of fact and transmitting CPA-22-602LS to the Florida Department of Economic Opportunity for expedited state review.

3. **Excerpt from the July 19, 2022, DRAFT BCC Minutes: "<u>9.A. Public hearing to consider adoption of Large-Scale Comprehensive Plan Future Land Use Amendment CPA-22-602LS, for an approximate 8.09 acres, from Agriculture (AG), Commercial / Industrial Mixed Use (CI), and Industrial (I) to Commercial (C) and amend the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan.</u>**
Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented items 9A and 9B together as they are companion requests. These public hearings were properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper read the caption of the proposed ordinance into the record and questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

Chairman Rapp opened the floor for public comment. Input was not provided.

Ms. Culpepper read into the record the recommended motion for **CPA-22-602LS**.

Commissioner Campbell moved approval of the motion as read into the record. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Comprehensive Plan Amendment file."***

4. **Staff Recommendation to the P&Z:** Recommend to the BCC to approve and adopt by Ordinance, CPA-22-602LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 8.09 acres from Agriculture (AG), Commercial/Industrial Mixed Use (CI), and Industrial (I) to Commercial (C) and amending the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, referencing the mandatory findings of fact and transmitting CPA-22-602LS to the Florida Department of Economic Opportunity for expedited state review.

5. **Excerpt from the June 14, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>A. HEARING NUMBER CPA-22-602LS – CRUTCHFIELD GROVES, INC. C/O BOWMAN CONSULTING</u>** An approximate 8.09-acre portion of two (2) parcels located on the northwest corner of the intersection of US 27 and SR 66; the addresses being 7801 US 27, Sebring and 7909 US 27 S, Sebring; and abbreviated legal as follows: An approximate 8.09-acre portion of two (2) parcels located in Section 16, Township 35 South, Range 29 East, Highlands County, Florida.

The Applicant is requesting a large-scale plan amendment from Agriculture (AG), Commercial/Industrial Mixed Use (CI), and Industrial (I) to Commercial (C), and amendments to existing site-specific conditions. Mr. Roberts read the request and Mrs. Culpepper and Mrs. Storum of Bowman Consulting presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mr. Boring and seconded by Mrs. Hunnicutt to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-602LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 8.09 acres from Agriculture (AG), Commercial/Industrial Mixed Use (CI), and Industrial (I) to Commercial (C) and amending the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, referencing the mandatory findings of fact, and transmitting CPA-22-602LS to the Florida Department of Economic Opportunity for expedited state review.

Upon roll call, all members voted yes. **Motion carried 4-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Future Land Use Map of an approximate 8.09-acre parcel, from AG, CI, and I to C.

The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future commercial development. They are intending to place an 8,200 square foot gas station at this location.

There is a companion request for a zoning change from Agricultural District (AU) and Industrial District (I-2) to Business District (B-3), P&Z 2104.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant/Grove	AG, C, CI, & I	AU, B-3, & I-2
Adjacent Property to the North	Grove	C & I	B-3 & I-2
Adjacent Property to the South	Grazing Soil	C	B-3
Adjacent Property to the East	Vacant/Gas Station/ Duke Energy Substation	AG, C, CI & Public/Quasi-Public Facility and Institutional Lands (P)	AU & B-3

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the West	Vacant/Former Borrow Pit	AG & I	AU & I-2

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), Policy 1.2.D.7: Commercial (C), Policy 1.2.D.8: Commercial/Industrial Mixed Use (CI), and Policy 1.2.D.10: Industrial (I).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU), 12.05.242: Business District (B-3), and Section 12.05.252: Industrial District (I-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:

C. Commercial and industrial uses, utilizing potable water, shall connect to an existing public water system if within ¼ mile of an available system.

Department Comments and Analysis of Petitioner's Proposal:

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

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

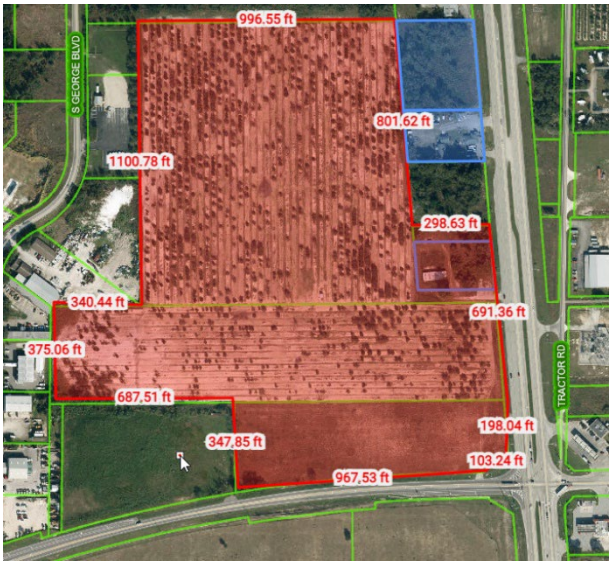
Engineering Department: Approved with conditions. At the time of development, the applicant shall undergo the commercial development review process to include platting and additional requirements may be identified at that time.

Natural Resources: Formerly xeric upland – formerly citrus grove – I believe there are tortoises on this property (can see burrows from SR 66) and possibly sand skinks; there is also a source for tortoises nearby. An Environmental Clearance Report should be required for this property.

Florida Department of Health: No objection.

Florida Department of Transportation: This proposed development came to FDOT for a pre-app in December 2021. No further information has been provided to the Department for review and no permits have been applied for as of today. Based on the pre-app meeting minutes, FDOT staff had concerns for the impacts to the intersection of U.S. 27 and S.R. 66. Below is a recap of items Access Management would need to review in the permit submittal for the proposed gas station/ truck stop.

- U.S. 27 access would be considered as a right in only due to the extensive queue and 1200' right turn lane that covers the frontage of the parcel. The Department strives to restrict the outbound movement on right turn lanes, as they have been shown to create safety and operational concerns such as a weave movement and do not align with driver expectation.
- The development proposed a full access to S.R. 66 which would need to be further evaluated with Roadway Design and Access Management to address the left-out movement.
- The right in right out access proposed on S.R. 66 directly west of the intersection would not be approved by the department to avoid the adverse impacts to the signal.
- A Signed and sealed traffic study including an analysis of the signal at U.S. 27 and S.R. 66.
- The Department does not permit in phases, therefore, all parcels under current ownership would need to be included as highest and best use utilizing the appropriate land use code. (Parcels highlighted in red are under the owner 'Crutchfield Groves Inc.')



- Local government approval is required before the permit can be issued.
- A right of way donation may be required to fit the proposed improvements.
- All other connections would need to be taken internally via cross access from the development, no further access would be provided to the state roads.

2. **The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Environmental Protection and Sebring Airport Authority.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

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 having an elevation between 105 and 120 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. This soil is nearly level to moderately sloping, and excessively drained. The limitations for urban uses are minor.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation and contains an orange grove on a portion of the property.

B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is vacant and a thinning citrus grove.
2. **Vesting Rights:** None.

3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Agriculture, Commercial, Commercial/Industrial Mixed Use, and Industrial.
4. **Proposed FLUM Designation:** The proposed FLUM designation is Commercial.
5. **Current FLUM Intensity:** The current FLUM allows a maximum Floor Area Ratio (FAR) from 0.70 to 1.00.
6. **Proposed FLUM Intensity:** The proposed FLUM allows a maximum of 0.70 FAR for office uses and 0.80 FAR for all other commercial uses.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for commercial purposes. They are intending to construct a gas station.

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. However, the Natural Resources Division noted that there are potential gopher tortoises and sand skinks on the property. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is 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 **12055C0241C**, 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 on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.

4. **Vehicular Access and Traffic Circulation:** The site has direct access onto US 27 and SR 66. Interconnectivity will be required throughout the whole property. All driveways will be permitted through FDOT.
5. **Railroad Access:** The site is not located adjacent to railroad tracks or a rail spur.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

F. **Schools:** The permitted uses within the Industrial Future Land Use designation are commercial in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

G. **Airports:** The subject property is located approximately 12.8 miles southeast of the Avon Park Executive Airport and 5 miles southwest 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 industrial and commercial uses. The proposed use will not adversely impact the natural resources or ecosystems. All required permits from appropriate agencies shall be obtained prior to development.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The future development will be able to connect to an existing central potable water system, and a central wastewater system when it becomes available. 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:* This indicator is not applicable.

(4) *Promotes conservation of water and energy:* The property is located in an existing industrial and commercial area. Building in this area will allow consumers to combine trips.

(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:* The proposed development is in an existing industrial and commercial area, which will allow for additional industrial and commercial uses for the residential neighborhoods in the area.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed Large 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 Large 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 Large Scale Comprehensive Plan Amendment.

Historical and Archaeological Clearance: The proposed Large 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 21-22-23, CPA-22-602LS, amending the Future

Land Use Map of the Highlands County Comprehensive Plan for approximately 8.09 acres from Agriculture (AG), Commercial/Industrial Mixed Use (CI), and Industrial (I) to Commercial (C) and amending the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, referencing the mandatory findings of fact, and transmitting CPA-22-602LS to the Florida Department of Economic Opportunity for compliance determination.

Attachments:

Exhibit 1: Amended Site Specific Conditions
Exhibit 2: Overall Property
Exhibit 3: Location Map
Exhibit 4: Aerial Map
Exhibit 5: Future Land Use Map
Exhibit 6: Proposed Future Land Use Map

Exhibit 1:

16. ~~CPA-04-273~~CPA-22-602LS amending CPA-04-273: (Crutchfield Groves) Adding A~~a~~approximately 4.57 acres for a total of approximately ~~41.68~~46.25 acres in Section 16, Township 35S, Range 29E, generally located in the northwest corner of US Highway 27 and S.R. 66: ~~,~~ ~~changing the land use from "Agriculture" to "Industrial" for 38.74 acres, with the residual 2.94 acres from "Agriculture" to "Commercial"~~ with 36.67 acres remaining designated as "Industrial", and adding 6.64 acres to the previously designated 2.94 acres for a total of 9.58 acres being designated as "Commercial" on the Future Land Use Map. ~~The Applicant proposes development of 707,017 sq. ft. of commercial floor area.~~

    Proposed Site-Specific Conditions:

    A. The maximum square feet for commercial/industrial building floor area on this site is 707,017 sq. ft.

    B. Internal circulation is to be provided for the industrial and with access to the B-3 Commercial internally and with right-turn in-out only for the B-3 Commercial on US Highway 27.

    C. The level of service (LOS) for transportation shall be the adopted LOS for all development orders subject to the County's concurrency requirements.

    D. Environmental clearance, if required, of impacts to Wetlands, Cutthroat Grass Seeps, and Xeric Uplands will be necessary prior to development. No development order or permit will be issued unless prescribed environmental mitigation is accomplished. Concurrency assessment for traffic circulation, central wastewater, potable water, solid waste disposal, storm water drainage, and recreation and open space will be required prior to development. All development orders and permits will specify any needed improvements, and a schedule for their implementation, including any conditions that require public facility improvements, be in place concurrent with the impacts of the proposed development.

    E. Central potable water and wastewater systems are required for development of this site, when located within one-quarter of a mile.

    F. ~~The property shall be developed in Phases as follows with an approved Traffic Study submitted through the County's concurrency review process prior to development in each phase:~~

	~~Phase 1, thru the year 2010~~	~~Phase 2, thru the year 2015~~	~~Subsequent Phases, Maximum Site Development~~
~~Maximum~~	~~167,017~~	~~369,527~~	~~707,017~~

~~Commercial Floor Area~~			

~~F.~~ Payment for transportation impacts shall be required prior to beginning development as follows:

a. The payment of the transportation assessment cost at the time of concurrency will be made according to the Highlands County Land Development Regulations and will also be based upon the proportionate fair share cost calculated as part of an approved Traffic Study submitted through the County's concurrency review process.

b. Impact fee credits will be granted according to the procedures identified in Highlands County Proportionate Fair Share Ordinance and Impact Fee Ordinance.

Exhibit 2:

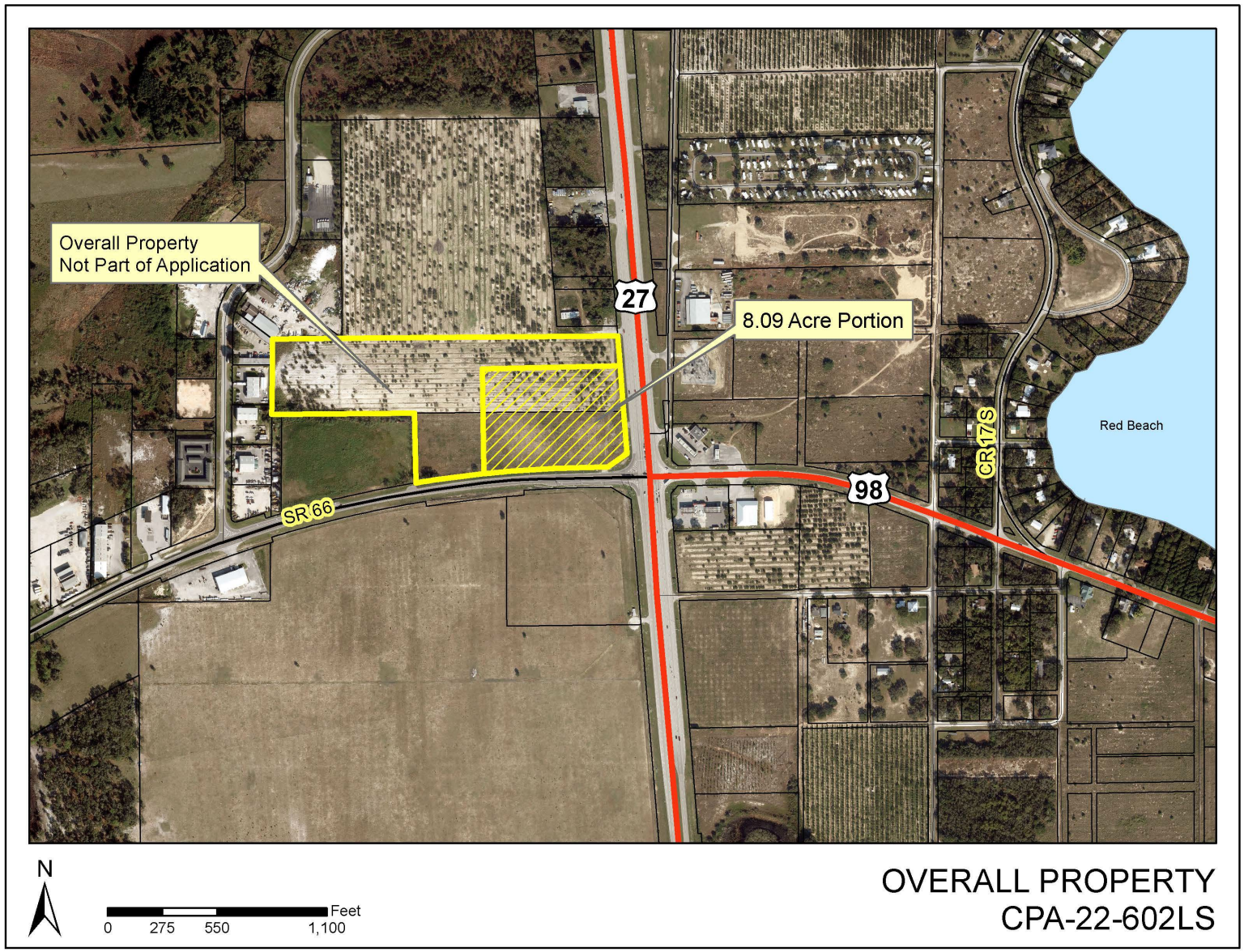

Overall Property
Not Part of Application
8.09 Acre Portion
27
98
SR 66
CR 17 S
Red Beach
N
0
275
550
1,100
Feet
OVERALL PROPERTY
CPA-22-602LS

Exhibit 3:

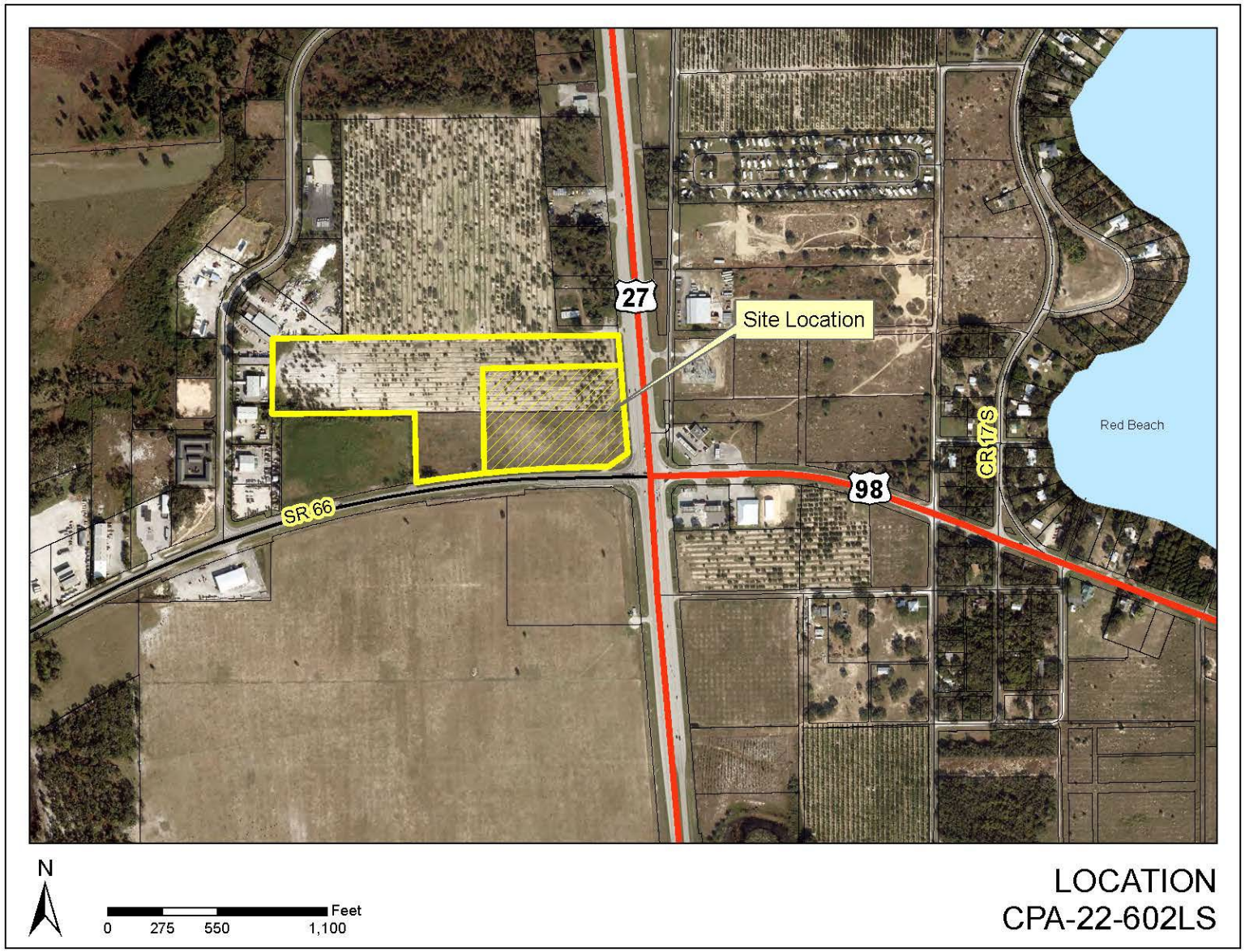

27
Site Location
Red Beach
CR 17 S
98
SR 66
N
0
275
550
1,100
Feet
LOCATION
CPA-22-602LS

Exhibit 4:

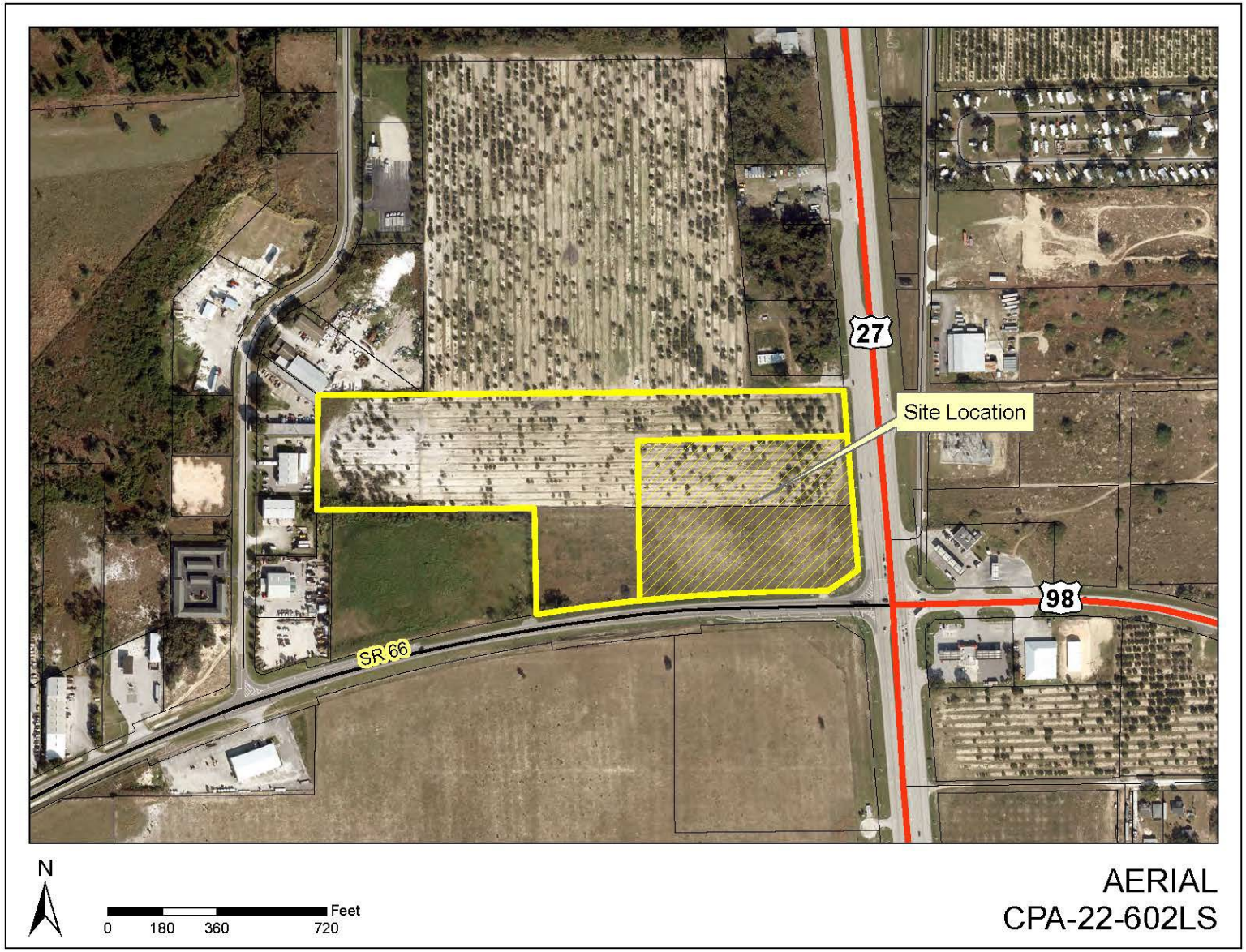

27
Site Location
98
SR 66
N
0
180
360
720
Feet
AERIAL
CPA-22-602LS

Exhibit 5:

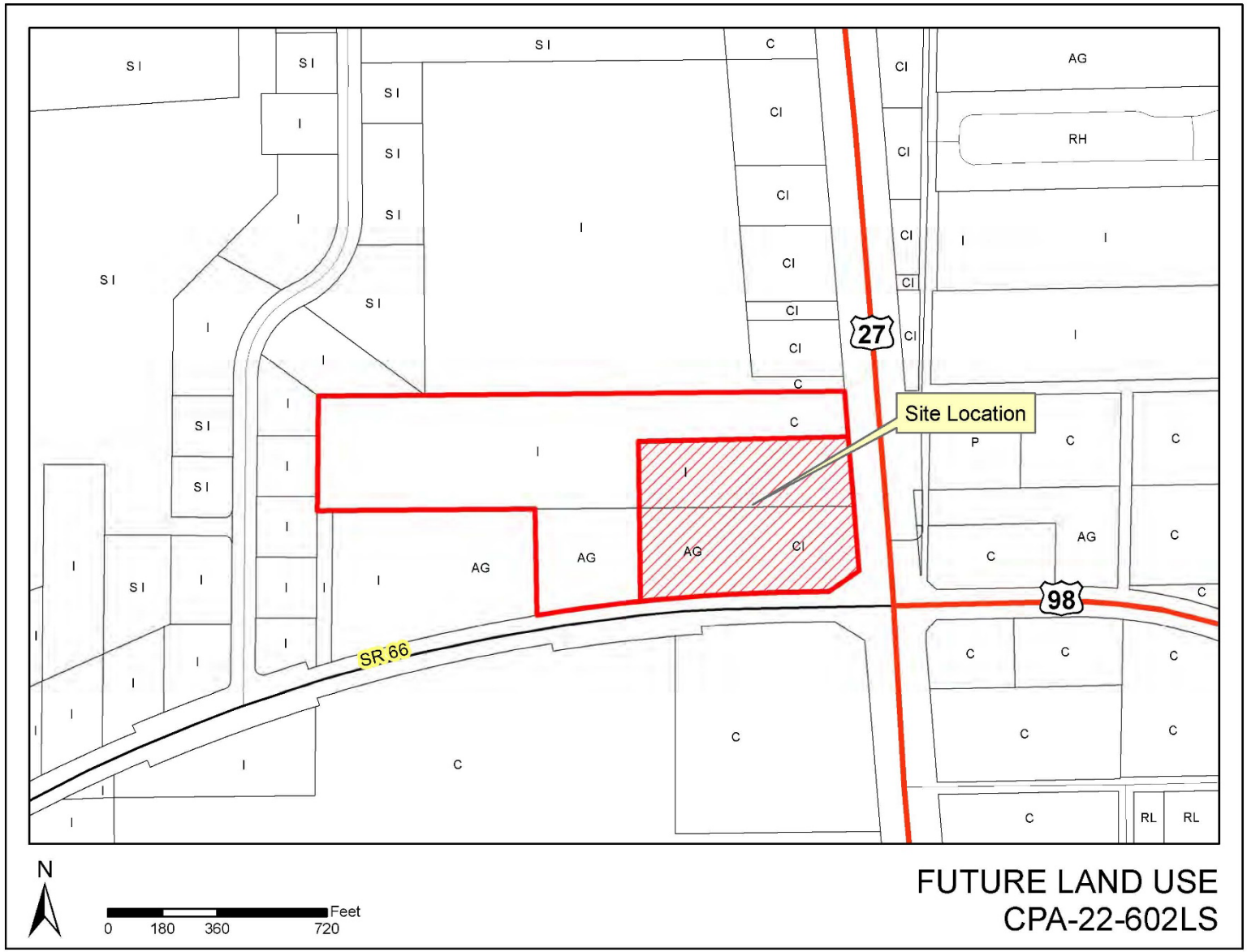
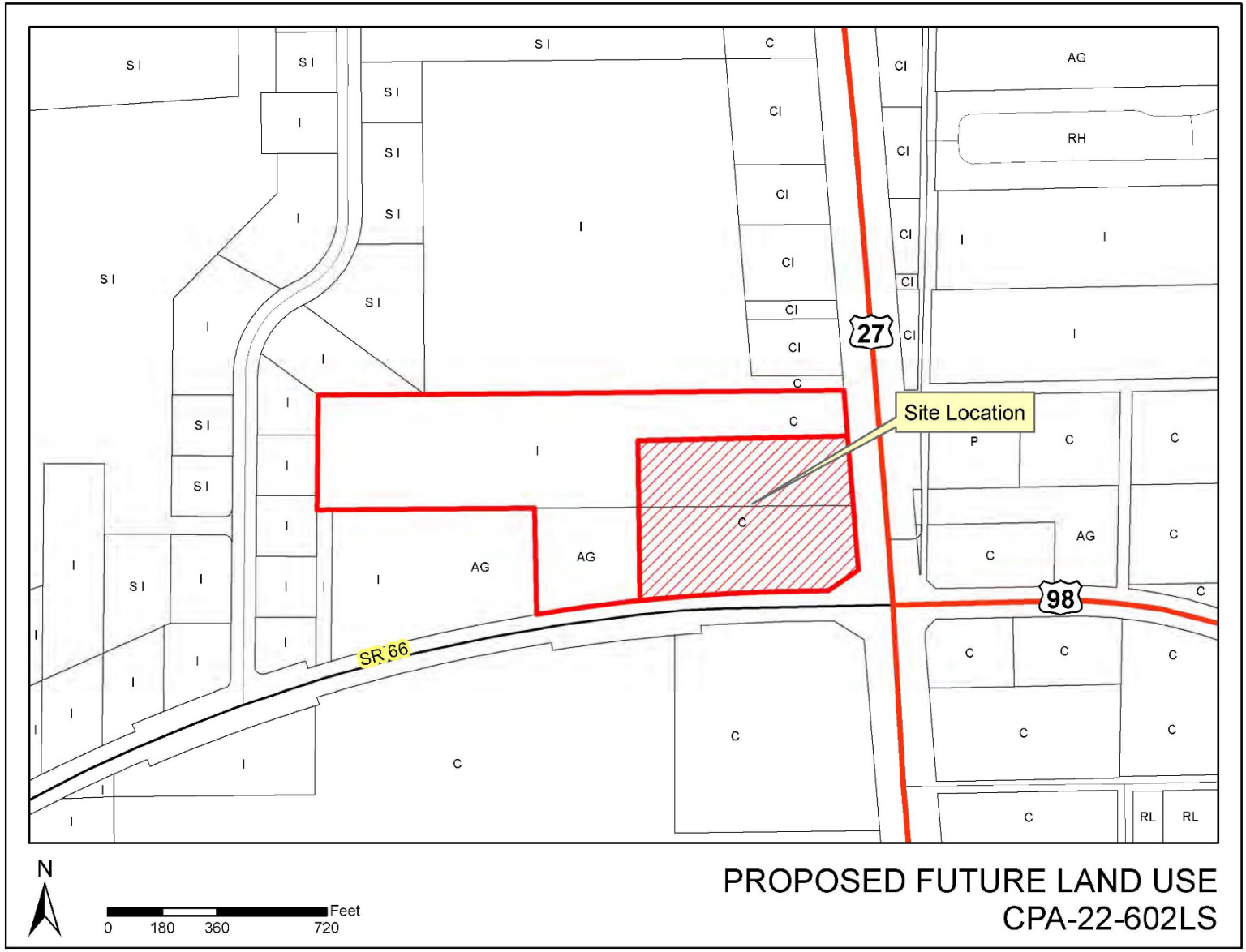

Site Location
27
98
SR 66
N
0
180
360
720
Feet
FUTURE LAND USE
CPA-22-602LS

Exhibit 6:


Site Location
27
98
SR 66
N
0
180
360
720
Feet
PROPOSED FUTURE LAND USE
CPA-22-602LS

Highlands County, Florida
Comprehensive Plan Amendment Application
Large Scale Comprehensive Plan Map Amendment (more than 100 acres)

Change from: AG, I , CI Change to: C

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

.....

STAFF USE ONLY:

Case Number: CPA-22-602LS **Date of Application:** April 7th, 2022

Amount of Fee: $2,025.00 **Tax Map No.:** 92-B

Hearing Dates: P&Z 06 / 14 / 2022 BOCC 07 / 19 / 2022

.....

This application has been reviewed for completeness and determined sufficient.

Melony Culpepper 4/27/2022
Signed: Planning & Zoning Mgr. **Date**

.....

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

STRAP No. C-16-35-29-A00-0030-0000 **STRAP No. C-**16-35-29-A00-0031-0000

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): CRUTCHFIELD GROVES INC

   Mailing Address: P O BOX 1864 SEBRING, FL 33871

   Daytime Telephone No. ( ) Not Available **E-Mail Address:** Not Available

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: Bowman Consulting

   Mailing Address: 1410 N Westshore Blvd Suite 111, Tampa, FL 33607

   Daytime Telephone No. (813) 642-4924 **E-Mail Address:** mstorum@bowman.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: Amendment of FLU to provide consistency between the zoning category & FLU within the frontage corridor of US 27.

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) N/A
b. Objective(s) N/A
c. Policy(ies) 1.5 - Highlands County Comprehensive Plan

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. Legal Description provided in separate document.

6. Street Address(es) of Property Covered by the Application: 7909 US 27 S Sebring, FL 33870, and 7801 US 27, Sebring, FL 33870.

7. Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable: N/A

8. Existing Zoning District: AU, I-2, and B-3 **Existing Future Land Use Classification:** AG, C, CI, and I

9. Current Use of the Property: Number of existing dwelling units, type of commercial or industrial, etc. Agricultural

10. Are there existing structures on the property? [ ] **Yes** [✓] **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other) N/A

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

11. **Existing Property Information:** Size of Property (width) 685' feet, (depth) 524' feet, road frontage US27-439' SR66-610' feet, water frontage N/A feet, **Total acres:** 8.099

If different from the total acreage, the developable portion is 6.81 +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☐ **Yes** ☑ **No** **If yes,** explain:

14. **Current Uses on the Adjacent Properties:**

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	Grove/Orchards	C&I	B-3 & I-2
South	Vacant	C	B-3
East	Gas Station	C	B-3
West	Vacant	AG	AU

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** 8,200 SF

16. **Residential Density:** The proposed density is N/A units per acre.

17. **Intensity:** The proposed intensity is 8200 square feet at .023 Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☑ **Yes** ☐ **No**
If yes, the potable water system requirements will be accommodated by the City Of Sebring water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

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

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐ **Yes** ☑ **No**
If Yes, the wastewater treatment system requirements will be accommodated by the _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

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

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

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

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

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

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

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

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

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

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

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

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

Kenya A. Anderson Digitally signed by Kenya A. Anderson Date: 2022.04.22 08:48:57 -04'00'

Reviewer's Signature Date

Clinton Howerton Jr. Digitally signed by Clinton Howerton Jr. Date: 2022.04.22 10:27:58 -04'00'

County Engineer's Signature Date

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Crutchfield Groves Inc, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. _____

An appointment is required before entering the property. _____

Crutchfield Groves Inc
Print Name of Owner

Signature of Owner

P O Box 1864
Address: Number and Street (P.O. Box)

Sebring , FL, 33871
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 1st day of Feb, 2022 by _____ who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Julie S. Watson
Signature

Julie S. Watson
Print Name

JULIE S. WATSON
Commission # HH 147632
Expires October 30, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public, State of Florida
My Commission Expires: 10/30/2022

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 Bowman Consulting to be the applicant for this FUTURE LAND USE CHANGE

Crutchfield Groves Inc
Print Name of Owner

Signature of Owner

P O Box 1864
Address: Number and Street (P.O. Box)

Sebring , FL, 33871
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 11th day of Feb, 2022, by _____ who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Julie S. Watson
Signature

Julie S. Watson
Print Name

JULIE S. WATSON
Commission # HH 147632
Expires October 30, 2025
Bonded Thru Troy Fain In... 800-385-7019

Notary Public, State of Florida
My Commission Expires: 10/30/2022

JULIE S. WATSON
Commission # HH 147632
Expires October 30, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

ORDINANCE NO. 21-22-23

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE ELEMENT AND THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND PERTAINING TO THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-16-35-29-A00-0030-0000 AND PARCEL ID# C-16-35-29-A00-0031-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR FUTURE LAND USE ELEMENT AMENDMENTS TO POLICY 15.2; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR THE 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, Sections 163.3161 through 163.3215, empower 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-16-35-29-A00-0030-0000 and Parcel ID# C-16-35-29-A00-0031-0000 (Property), has requested changes to a portion of the Property which require an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, acting as the Local Planning Agency, held a duly noticed public hearing on June 14, 2022, to review the proposed Large-Scale Plan amendment CPA-22-602LS, and recommended that the County approve the proposed Large-Scale Plan amendment CPA-22-602LS for transmittal to the Florida Department of Economic Opportunity (DEO); and

WHEREAS, Highlands County hereby finds that the CPA-22-602LS amendment to the Future Land Use Map is consistent with the patterns of existing development within this area and compatible with the surrounding land uses; and

WHEREAS, the County further finds that the CPA-22-602LS amendment to the future land use map is consistent with the goals, objectives, and policies of the adopted Plan; and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the CPA-22-602LS amendment to the future land use map; 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-22-602LS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, pursuant to the Highlands County Code of Ordinances, Sections 8-128(a) and 12.01.102.B, all future development actions for the property shall be made to conform to applicable Plan policies and to Land Development Regulations in effect at the time of development; and

WHEREAS, the County held a duly noticed public hearing on July 19, 2022, and approved transmittal of Large-Scale Plan amendment CPA-22-602LS to the DEO for its review; and

WHEREAS, CPA-22-602LS Plan amendment and appropriate supporting data and analysis were transmitted to the reviewing agencies identified in Florida Statutes Section 163.3184(1)(c) on July 29, 2022; and

WHEREAS, DEO submitted its Comment Letter without comments related to important state resources or facilities for the CPA-22-602LS Plan amendment (Amendment No. 22-02ESR [expedited state review]) on August 25, 2022, and

WHEREAS, comments were likewise not received from any of the other reviewing agency related to the CPA-22-602LS Plan amendment; and

WHEREAS, the County held a duly noticed public hearing on September 20, 2022, to consider final adoption, by ordinance, of Large-Scale Plan amendment CPA-22-602LS and transmittal to DEO for its final determination that the Plan amendment is in compliance with state law.

NOW THEREFORE, BE IT ORDAINED by the Highlands County Board of County Commissioners, 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 FUTURE LAND USE ELEMENT AMENDMENTS TO POLICY 15.2. Paragraph 16 of Policy 15.2 of the Future Land Use Element of the Plan, is hereby amended as follows:

16. ~~CPA-04-273~~CPA-22-602LS amending CPA-04-273: (Crutchfield Groves) Adding ~~A~~approximately 4.57 acres for a total of approximately ~~41.68~~46.25 acres in Section 16, Township 35S, Range 29E, generally located in the northwest corner of US Highway 27 and S.R. 66: , ~~changing the land use from "Agriculture" to "Industrial" for 38.74 acres, with the residual 2.94 acres from "Agriculture" to "Commercial"~~ with 36.67 acres remaining designated as "Industrial", and adding 6.64 acres to the previously designated 2.94 acres for a total of 9.58 acres being designated as "Commercial" on the Future Land Use Map. ~~The Applicant proposes development of 707,017 sq. ft. of commercial floor area.~~

Proposed Site-Specific Conditions:

A. The maximum square feet for commercial/industrial building floor area on this site is 707,017 sq. ft.

B. Internal circulation is to be provided for the industrial and with access to the B-3 Commercial internally and with right-turn in-out only for the B-3 Commercial on US Highway 27.

C. The level of service (LOS) for transportation shall be the adopted LOS for all development orders subject to the County's concurrency requirements.

D. Environmental clearance, if required, of impacts to Wetlands, Cutthroat Grass Seeps, and Xeric Uplands will be necessary prior to development. No development order or permit will be issued unless prescribed environmental mitigation is accomplished. Concurrency assessment for traffic circulation, central wastewater, potable water, solid waste disposal, storm water drainage, and recreation and open space will be required prior to development. All development orders and permits will specify any needed improvements, and a schedule for their implementation, including any conditions that require public facility improvements, be in place concurrent with the impacts of the proposed development.

E. Central potable water and wastewater systems are required for development of this site, when located within one-quarter of a mile.

F. ~~The property shall be developed in Phases as follows with an approved Traffic Study submitted through the County's concurrency review process prior to development in each phase:~~

	~~Phase 1, thru the year 2010~~	~~Phase 2, thru the year 2015~~	~~Subsequent Phases, Maximum Site Development~~
~~Maximum~~	~~167,017~~	~~369,527~~	~~707,017~~

~~Commercial Floor Area~~			

~~F.~~ Payment for transportation impacts shall be required prior to beginning development as follows:

a. The payment of the transportation assessment cost at the time of concurrency will be made according to the Highlands County Land Development Regulations and will also be based upon the proportionate fair share cost calculated as part of an approved Traffic Study submitted through the County's concurrency review process.

b. Impact fee credits will be granted according to the procedures identified in Highlands County Proportionate Fair Share Ordinance and Impact Fee Ordinance.

SECTION 3. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designations for the a portion of the Property identified by the Highlands County Property Appraiser through Parcel ID# C-16-35-29-A00-0030-0000 and Parcel ID# C-16-35-29-A00-0031-0000, consisting of approximately 8.099 acres and more particularly described as: A Parcel of land located in Section 16, Township 35 South, Range 29 East, Highlands County, Florida and being a portion of premises described in deed to Crutchfield Groves Inc., recorded in Official Record Book 1191, Page 648 and Official Record Book 1132, Page 668 (all references herein are to the Public Records of Highlands County, Florida) said Parcel of Land being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 16; Thence with the north line thereof, South 89°34'43" West, a Distance of 264.75 feet to the Westerly Right-of-way line of US Highway 27; Thence with said Westerly Right-of-way line South 04°33'17" East, a Distance of 152.42 feet to the Point of Beginning; Thence, continue with said Westerly Right-of-way line the following Two (2) courses: 1) South 04°33'17" East, a Distance of 439.93 feet; 2) South 56°00'58" West, a Distance of 119.50 feet to the Northerly Right-of-way line of State Road 66; Thence with said Northerly Right-of-way line the following Two (2) courses: 1) South 88°53'27" West, a Distance of 125.68 feet; 2) with the arc of a curve to the left, said curve having a radius of 5779.58 feet, a central angle of 4°49'04", a chord which bears South 86°28'56" West at 485.83 feet for an arc Distance of 485.97 feet; Thence, through said Crutchfield Groves, Inc. premises the following Two (2) courses: 1) North 01°06'33" West, a Distance of 524.42 feet; 2) North 88°53'27" East, a Distance of 685.00 feet to the Point of Beginning. Containing 8.099 acres, more or less.

are hereby changed from Agriculture (AG), Commercial/Industrial Mixed Use (CI), and Industrial (I) to Commercial (C) with 36.67 acres remaining designated as “Industrial” and adding 6.64 acres to the previously designated 2.94 acres for a total of 9.58 acres being designated as “Commercial”.

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for 36.67 acres of the above-described Property is designated as “Industrial” and 9.58 acres of the above-described Property is designated as “Commercial”.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-22-602LS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. NON-CODIFICATION AND SCRIVENER’S ERRORS. The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3184, the subject large-scale Future Land Use Amendment shall go into effect pursuant to DEO’s notice of intent unless otherwise challenged within 30 days of adoption. In the event of a timely challenge, the subject large-scale Future Land Use Amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

First Public Hearing: July 19, 2022
Second Public Hearing: September 20, 2022

DONE AND ADOPTED this 20th day of September, 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kathleen G. Rapp, Chairman

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-605SS, for an approximate 0.69-acre parcel, from High Density Residential (RH) to Commercial (C).**

STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for an approximate 0.69-acre parcel to change the Future Land Use Map from High Density Residential (RH) to Commercial (C). The parcel contains a single storage shed and is being maintained as an open area with natural ground cover. The Applicants are proposing to utilize the property for outdoor parking of boat and trailers.

There is a companion request for a zoning change from Industrial District with a Conditional Use (I-2 CU) to Business District with a Conditional Use (B-3 CU), P&Z 2107.

The Planning and Zoning Commission recommended approval of CPA-22-605SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance 21-22-32, CPA-22-605SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 0.69 acres from High Density Residential (RH) to Commercial (C), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments: Staff Report CPA-22-605SS for BCC Davis & Harstine.pdf
Application CPA-22-605SS Davis & Harstine.pdf
Ordinance CPA-22-605SS Davis & Harstine.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 9/20/2022
Case Number: CPA-22-605SS	**Case Name:** Davis and Harstine
Agent: William McKown	**Property Owners:** Rodney A Davis Trust and J.A. Harstine
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Request: Change the Future Land Use Map (FLUM) for an approximate 0.69-acre parcel, from High Density Residential (RH) to Commercial (C)

General Location: An approximate 0.69-acre parcel located off Palo Verde Drive, within the southwest portion of the Casa Del Lago condominium development; the address being 2888 Palo Verde Drive, Avon Park, Florida

PARCEL ID: C-04-33-28-030-00B0-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners concerning the Planning and Zoning Commission (P&Z):** Move to approve and adopt by Ordinance 21-22-32, CPA-22-605SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 0.69 acres from High Density Residential (RH) to Commercial (C), 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-22-605SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 0.69 acres from High Density Residential (RH) to Commercial (C), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the September 13, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER CPA-22-605SS – RODNEY DAVIS AND J.A. HARSTINE C/O WILLIAM MCKOWN** An approximate 0.69-acre parcel located within the Casa Del Lago Condo Association, approximately 0.70 miles south of the Highlands County/Polk County line, 0.12 miles northeast of the intersection of W Allamanda Boulevard and US 27 North, and 0.15 miles northwest of Lake Damon; the address being 2888 Palo Verde Drive, Avon Park; and abbreviated legal as follows: An approximate 0.69-acre

parcel located in Section 4, Township 33 South, Range 28 East, Highlands County, Florida.

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

Motion by Mr. Ingler and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-605SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 0.69 acres from High Density Residential (RH) to Commercial (C), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 4-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Future Land Use Map of an approximate 0.69-acre parcel, from RH to C.

The parcel contains a single storage shed and is being maintained as an open area with natural ground cover. The Applicants are proposing to utilize the property for outdoor parking of boat and trailers.

There is a companion request for a zoning change from Industrial District with a Conditional Use (I-2 CU) to Business District with a Conditional Use (B-3 CU), P&Z 2107.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Storage Shed/Vacant	RH	I-2 CU
Adjacent Property to the North	Residential Condominiums (Casa Del Lago)	RH	R-3 FUD
Adjacent Property to the South	Casa Del Lago Condominiums Recreation Facilities (Pool, Tennis Courts, Clubhouse)	RH	R-3 FUD

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the East	Casa Del Lago Condominiums Recreation Facilities (Pool, Tennis Courts, Clubhouse)	RH	R-3 FUD
Adjacent Property to the West	Citrus Grove	RH	R-3

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.7, Commercial (C); and Policy 1.2.D.4, High Density Residential (RH).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.213: Multiple-Family Dwelling Including Motel and Hotel District (R-3); Section 12.05.252: Industrial District (I-2); Section 12.05.291: Flexible Unit Development District (FUD); and Section 12.05.292: Conditional Use Districts (CU).

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:

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. The County will give preference to:
2. The development of mixed-use sites.

Policy 1.2, Land Use Categories, Densities, and Intensities:

C. Nonresidential Land Use Categories: The intensity of nonresidential development shall recognize natural environmental constraints, traffic and access, the character of surrounding development, and the necessity of potable water and central wastewater installations as a prerequisite to development. The intensity to which a property may be developed for the nonresidential land uses described in Paragraph "D" below shall be

governed by the indicated site coverage standards and floor area ratios (FAR). The County shall amend its Land Development Regulations to incorporate these standards and ratios.

D. Land Use Categories:

7. Commercial: (abbreviation = C) Retail business operations which serve as convenience shopping or personal service destinations for nearby residential neighborhoods.

Department Comments and Analysis of Petitioner's Proposal:

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

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

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

Fire Rescue: No objection.

Florida Department of Health: No objection.

Sebring Airport Authority: No comments or concerns.

2. The following Departments, Divisions, and Agencies offered no comment: Florida Department of Environmental Protection, Florida Department of Transportation, and Highlands County Natural Resources.

3. The following Departments, Divisions, and Agencies did not respond: City of Avon Park, 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 mostly level with an elevation between 125 and 130 feet.
2. **Soils:** The soil underlying the site is *Astatula.* The available water capacity is very low, with a very rapid permeability. Urban limitations are slight.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site contains natural ground cover but has otherwise been cleared of native vegetation.

B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is mostly vacant with a small shed located on the property.
2. **Vesting Rights:** The site was approved for use as a maintenance area for a wastewater treatment facility serving the existing condominium development. This use is no longer needed to serve the existing development.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of High Density Residential (RH).
4. **Proposed FLUM Designation:** The proposed FLUM designation is Commercial (C).
5. **Current FLUM Population Yield:** The current FLUM allows up to 12 dwelling unit per acre. The parcel would currently carry a potential population yield of 0 persons due to the inconsistent zoning designation, or 18 persons if the zoning were consistent; 12 x 0.69 acres = 8.28 dwelling units; 8 dwelling units x 2.25 persons = 18 persons.
6. **Proposed FLUM Intensity:** The proposed FLUM allows a maximum of 0.70 FAR for office use and 0.80 FAR for other commercial uses.
7. **The Applicant's proposed development program:** The Applicants are proposing to use the site for outdoor storage of boats and trailers for use by the residents of the Casa Del Lago condominium development.

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 **12055C0019C**, 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 used for storage, but if a connection to water is needed, the property will be served by an off-site central potable water system provided by the City of Avon Park.
2. **Central Wastewater:** The property will be used for storage, but if a connection to wastewater is needed, the property will be served by an off-site central wastewater system provided by the City of Avon Park.
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 Palo Verde Drive.
5. **Railroad Access:** There are CSX railroad tracks located nearby and to the west of the subject parcel. However, the site does not have direct access to these tracks. The proposed development will not require railroad access.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **may be** required at the time of development. The proposed development of this site is expected to exclusively serve the residents of the Casa Del Lago development in which it is located. Therefore, the amendment is not expected to generate any additional traffic outside of this development.

F. **Schools:** The permitted uses within the Commercial Future Land Use designation will not generate student impacts to the school district; school concurrency **is not** required.

G. **Airports:** The subject property is located approximately 2.8 miles north of the Avon Park Executive Airport and 15.8 miles north 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 subject property is located within an existing residential condominium development and does not contain any significant environmental features. All required permits from appropriate agencies will need to be obtained prior to development.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The future development will be able

to connect to existing central potable water and wastewater systems if needed. 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 relatively small (0.69 acres) and located within an existing residential development to which it could provide nonresidential services.

(4) *Promotes conservation of water and energy:* The property is located within an area that has existing central water and sewer services. The site is within existing residential development to which it could provide nonresidential services.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* Development of this site would not affect any existing or potential agricultural development.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* The property was formerly approved as a maintenance area for the wastewater facility serving the residential condominium project in which it is located. The site does not contain significant environmental features and has been cleared and maintained as an open grassy area.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The property is located within an existing residential development and is expected to service the residences in the immediate within this existing development.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

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

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

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

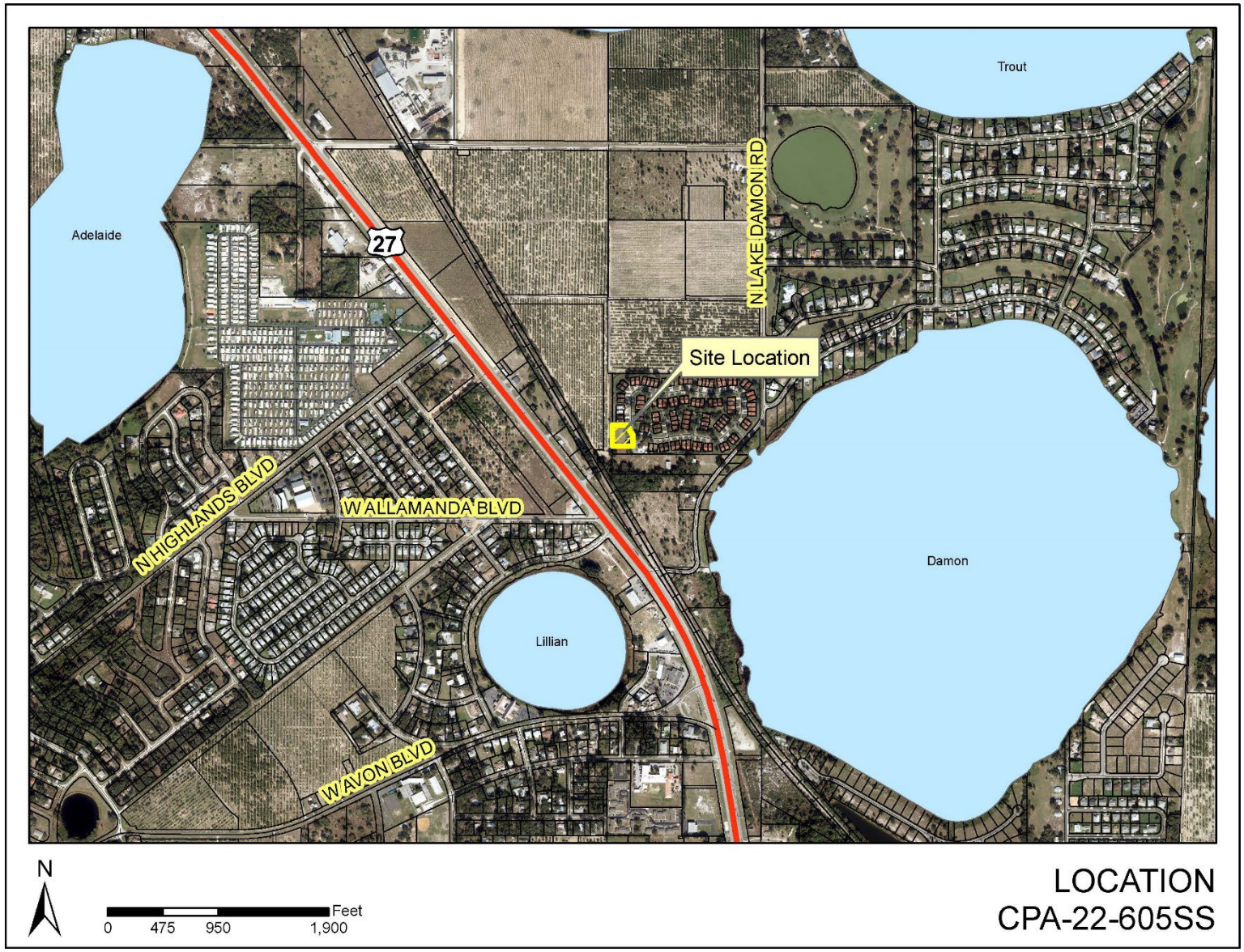
Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-605SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 0.69 acres from High Density Residential (RH) to Commercial (C), 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:


Trout
Adelaide
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N LAKE DAMON RD
Site Location
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Damon
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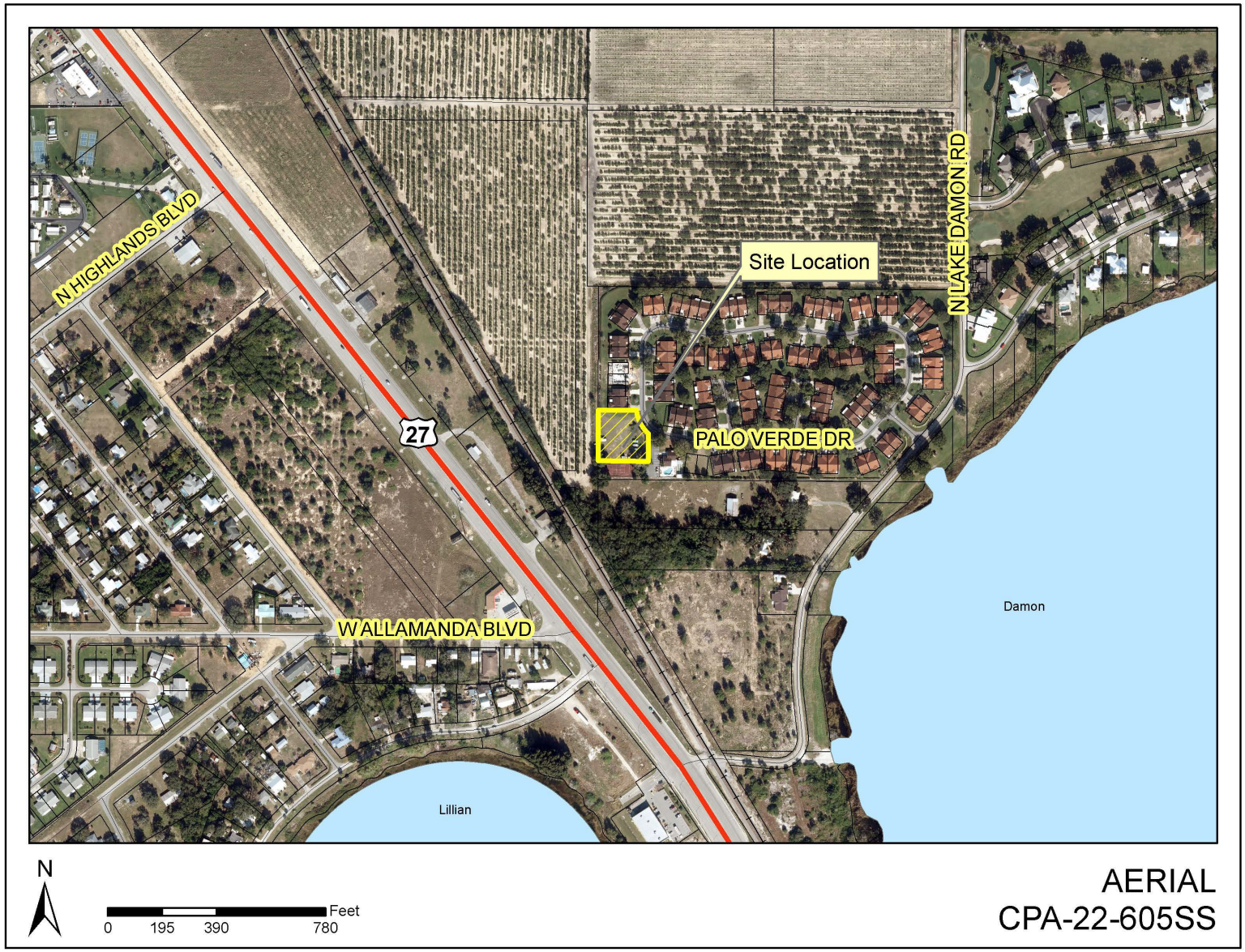
950
1,900
Feet
LOCATION
CPA-22-605SS

Exhibit 2: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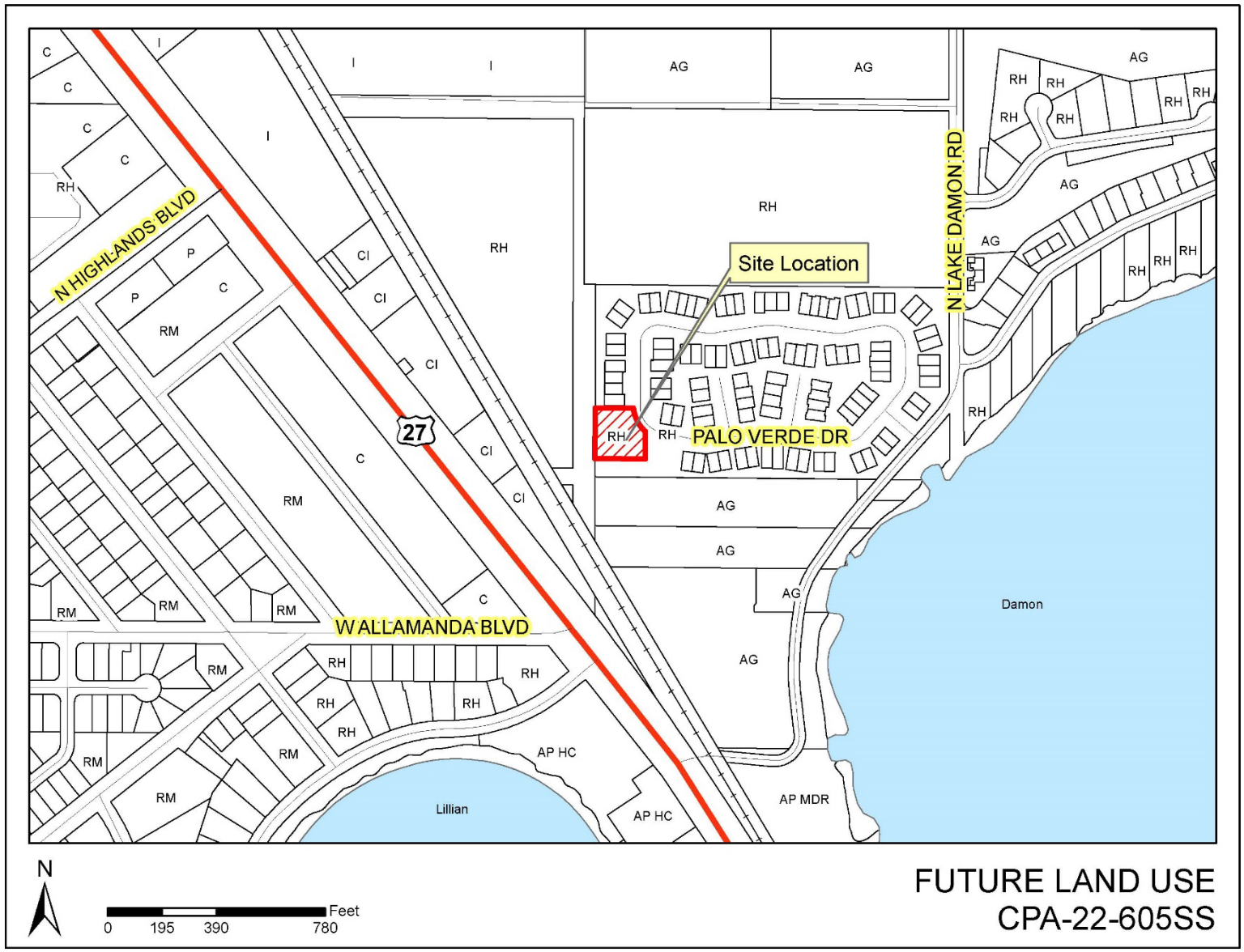
CPA-22-605SS

Exhibit 3: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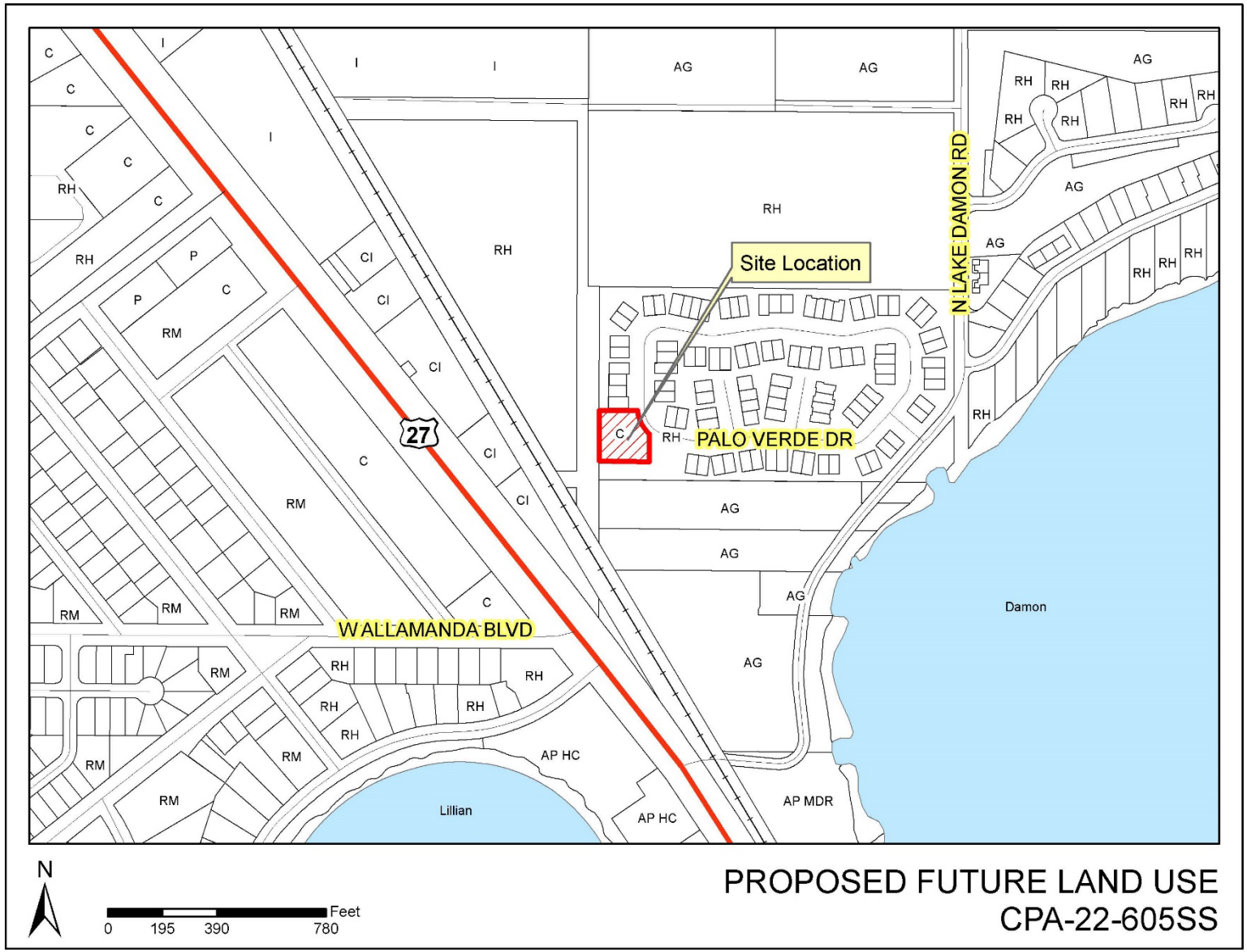
FUTURE LAND USE
CPA-22-605SS

Exhibit 4:


Site Location
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PROPOSED FUTURE LAND USE
CPA-22-605SS

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: R. H. Change to: C.

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

STAFF USE ONLY: Receipt NO. 40000000217 Project NO. 22050011

Case Number: CPA- 22 - 605 (SS)/LS **Date of Application:** 5/12/2022

Amount of Fee: $1,500.00 **Tax Map No.:** 22-B

Hearing Dates: P&Z 8/9/2022 BOCC 9/20/2022
Hearing moved due to lack of quorum

This application has been reviewed for completeness and determined sufficient.

Melony Cooper
Signed: Planning and Zoning Manager

5/24/2022
Date

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

STRAP No. C- 04-33-28-030-00B0-0000 **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): Rodney A. Davis & J. A. Harstine

   Mailing Address: 47 Lake Damon Dr., Avon Park, FL, 33825

   Daytime Telephone No. (863) 399-2218 **E-Mail Address:** rdavis1362@gmail.com

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   Print Name: William McKown

   Mailing Address: 2862 Palo Verde Dr., Avon Park, FL 33825

   Daytime Telephone No. (863) 399-2218 **E-Mail Address:** wgmckown@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: ORIGINAL Use No Longer in existance Association wants to Use as Storage & Staging area for our community only.

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) To Change existing Zoning from I-2 CU To B-3 CU
   b. Objective(s) to purchase this property by Casa Condo Assoc. For storage of trailers, boats for our community only.
   c. Policy(ies) _____

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.
   Casa del Lago Condo Association
   Per OR 948, Pg 366 DOR Code: 07 Misc
   Sewer Plant (maint. area) Neighbourhood Code: 5071

6. **Street Address(es) of Property Covered by the Application:** _____
   2888 Palo Verde DR.

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:** _____

8. **Existing Zoning District:** I-2 CU **Existing Future Land Use Classification:** B-3 CU.

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc. - Vacant. - No Dwelling's

10. **Are there existing structures on the property?** [Y] **Yes** [ ] **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other) 1 Storage Shed.

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

11. **Existing Property Information:** Size of Property (width) 179.4 (varies) feet, (depth) 180.42 feet, road frontage 95.42 (varies) feet, water frontage N.A. feet, **Total acres:** 0.69

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	Casa Condos	RH	R3 FWD
South	" Tennis Court	RH	R3 FWD
East	" Parking lot	RH	R3 FWD
West	Woody area + RR.	RH.	R3 ~~FWD~~

INFORMATION ABOUT THE PROPOSED USE:

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

16. **Residential Density:** The proposed density is N.A. units per acre.

17. **Intensity:** The proposed intensity is N.A. square feet at _____ Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐ **Yes** ☑ **No**

If yes, the potable water system requirements will be accommodated by the _____ water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

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

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

If Yes, the wastewater treatment system requirements will be accommodated by the _____ _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

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

N/A **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. MAZ III

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

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

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

END OF APPLICATION

ATTACHMENTS:

1. Owner's Affidavit(s) or Corporate Affidavit
2. Agent's Affidavit(s)
3. Notarized authorization from each owner, as applicable (Form A)
4. Notarized authorization for agent to submit petition, as applicable (Form B)
5. Public Utility Information Request Sample Letter
6. Public School Information Request Sample Letter
7. Application Due Dates
8. Fee Schedule

ORDINANCE NO. 21-22-32

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-04-33-28-030-00B0-0000; 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-04-33-28-030-00B0-0000 (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 September 13, 2022, to review the small-scale amendment to the Property, identified by CPA-22-605SS, 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-22-605SS 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-22-605SS, 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-22-605SS, 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-22-605SS; 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-22-605SS, 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-22-605SS 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-04-33-28-030-00B0-0000 and more particularly described as:

> A portion of Lot 2, Block 41, Pabor Lake Colony, as per plat recorded in Plat Book 2, Page 89, Public Records of Desoto County (now transcript Book, Page 29, Public Records of Highlands County), Florida, being more particularly described as follows: Commence at the Southwest corner of Lot 2; thence run North 00°30'48" West and along the West line of Lot 2 a distance of 65 feet for Point of Beginning; thence continue North 0°30'48" West for a distance of 180.00 feet; thence North 89°29'12" East for a distance of 126.46 feet to a point on the arc of a curve concave to the Northeast; thence in a Southeasterly direction along arc of curve to the right (said curve having for its elements a radius of 135.00 feet and a central angle of 40°29'43") for a distance of 95.42 feet; thence South 0°30'48" East and parallel with the West line of Lot 2 a distance of 98.84 feet; thence North 89°59'59" West and parallel with the South line of Lot 2 for a distance of 170.00 feet to the Point of Beginning.

is hereby changed from "High Density Residential" to "Commercial".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Commercial.

SECTION 3. 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-22-605SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

Signatures on Following Page

DONE AND ADOPTED this 20th day of September, 2022.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Kathy G. Rapp, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of P&Z Hearing No. 2107, changing the Official Zoning Atlas for an approximate 0.69-acre parcel, from Industrial with a Conditional Use (I-2 CU) to Business District with a Conditional Use (B-3 CU).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 0.69-acre parcel, from Industrial with a Conditional Use (I-2 CU) to Business District with a Conditional Use (B-3 CU), the Conditional Use being storage incidental to the Casa Del Lago subdivision only.

The parcel contains a small storage shed and has been cleared of vegetation other than ground cover. The Applicant is proposing to utilize the property for outdoor storage incidental to the Casa Del Lago subdivision only.

There is a companion request for a Future Land Use Map Amendment from High Density Residential (RH) to Commercial (C), CPA-22-605SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2107 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 21-22-184, P&Z 2107, changing the Official Zoning Atlas for an approximate 0.69 acres from Industrial with a Conditional Use (I-2 CU) to Business District with a Conditional Use (B-3 CU), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments: Staff Report P&Z 2107 for BCC Davis & Harstine.pdf
Application P&Z 2107 Davis & Harstine.pdf
Resolution P&Z 2107 - Davis & Harstine.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 9/20/2022
Case Number: P&Z 2107	**Case Name:** Davis and Harstine
Agent: William McKown	**Property Owners:** Rodney A Davis Trust and J.A. Harstine
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Request: Rezone an approximate 0.69-acre parcel from Industrial with a Conditional Use (I-2 CU) to Business District with a Conditional Use (B-3 CU)

General Location: An approximate 0.69-acre parcel located off Palo Verde Drive, within the southwest portion of the Casa Del Lago condominium development; the address being 2888 Palo Verde Drive, Avon Park, Florida

PARCEL ID: C-04-33-28-030-00B0-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners concerning the Planning and Zoning Commission (P&Z):** Move to approve and adopt by Resolution, P&Z 2107, changing the Official Zoning Atlas for an approximate 0.69 acres from Industrial with a Conditional Use (I-2 CU) to Business District with a Conditional Use (B-3 CU), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners approve and adopt by Resolution, P&Z 2107, changing the Official Zoning Atlas for an approximate 0.69 acres from Industrial with a Conditional Use (I-2 CU) to Business District with a Conditional Use (B-3 CU), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the September 13, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER P&Z 2107 – RODNEY DAVIS AND J.A. HARSTINE C/O WILLIAM MCKOWN** An approximate 0.69-acre parcel located within the Casa Del Lago Condo Association, approximately 0.70 miles south of the Highlands County/Polk County line, 0.12 miles northeast of the intersection of W Allamanda Boulevard and US 27 North, and 0.15 miles northwest of Lake Damon; the address being 2888 Palo Verde Drive, Avon Park; and

abbreviated legal as follows: An approximate 0.69-acre parcel located in Section 4, Township 33 South, Range 28 East, Highlands County, Florida.

The Applicant is requesting a zoning change from Industrial District with a Conditional Use (I-2 CU) to Business District with a Conditional Use (B-3 CU), the Conditional Use being storage incidental to the Casa Del Lago subdivision only. Mrs. Hunnicutt read the request and Mrs. Culpepper and Mr. McKown presented the request. There were no letters received and no one spoke in favor or against the request.

Motion by Mr. Ingler and seconded by Mr. Boring to recommend to the Board of County Commissioners approve and adopt by Resolution, P&Z 2107, changing the Official Zoning Atlas for an approximate 0.69 acres from Industrial with a Conditional Use (I-2 CU) to Business District with a Conditional Use (B-3 CU), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 4-0."**

4. Conditions of approval are included in the adopting resolution and are as follows:

1. The underlying or base zoning regulations for this CU shall be the B-3 District and any zoning regulations not specified herein will be as defined in the B-3 District as provided in Section 12.05.242 of the Code of Ordinances, Highlands County, Florida;

2. The Conditional Use shall be limited to storage incidental to the Casa Del Lago subdivision only; and

3. The property owner shall undergo the commercial site development review process and obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities.

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 0.69-acre parcel, from I-2 CU to B-3 CU, the Conditional Use being storage incidental to the Casa Del Lago subdivision only.

The parcel contains a small storage shed and has been cleared of vegetation other than ground cover. The Applicant is proposing to utilize the property for outdoor storage incidental to the Casa Del Lago subdivision only.

There is a companion request for a Future Land Use Map Amendment from High Density Residential (RH) to Commercial (C), CPA-22-605SS.

2. Notices to Surrounding Property Owners.

On July 6, 2022, and August 19, 2022, notices were mailed to 58 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	Storage Shed/Vacant	RH	I-2 CU
Adjacent Property to the North	Residential Condominiums (Casa Del Lago)	RH	R-3 FUD
Adjacent Property to the South	Casa Del Lago Condominiums Recreation Facilities (Pool, Tennis Courts, Clubhouse)	RH	R-3 FUD
Adjacent Property to the East	Casa Del Lago Condominiums Recreation Facilities (Pool, Tennis Courts, Clubhouse)	RH	R-3 FUD
Adjacent Property to the West	Citrus Grove	RH	R-3

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.7, Commercial (C); and Policy 1.2.D.4, High Density Residential (RH).

Zoning… Highlands County Land Development Regulations (LDRs): Section 12.05.213: Multiple-Family Dwelling Including Motel and Hotel District (R-3); Section 12.05.252: Industrial District (I-2); Section 12.05.291: Flexible Unit Development District (FUD); and Section 12.05.292: Conditional Use Districts (CU).

Department Comments and Analysis of Petitioner's Proposal:

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

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

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

Fire Rescue: No objection.

Florida Department of Health: No objection.

Sebring Airport Authority: No comments or concerns.

2. **The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Environmental Protection, Florida Department of Transportation, and Highlands County Natural Resources.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Avon Park, 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 mostly level with an elevation between 125 and 130 feet.
2. **Soils:** The soil underlying the site is *Astatula.* The available water capacity is very low, with a very rapid permeability. Urban limitations are slight.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site contains natural ground cover but has otherwise been cleared of native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is mostly vacant with a small shed located on the property.
2. **Vested Rights:** The site was approved for use as a maintenance area for a wastewater treatment facility serving the existing condominium development. This use is no longer needed to serve the existing development.
3. **Current Zoning Designation:** The site has a zoning designation of I-2 CU.
4. **Proposed Zoning Designation:** The proposed zoning designation is B-3 CU, the Conditional Use being storage incidental to the Casa Del Lago subdivision only**.**
5. **Current Population Yield:** The current zoning does not permit residential uses.
6. **Proposed Zoning Intensity:** The proposed zoning allows a maximum of 0.70 FAR for office use and 0.80 FAR for other commercial uses.

7. **The Applicant's proposed development program:** The Applicants are proposing to use the site for outdoor storage of boats and trailers for use by the residents of the Casa Del Lago condominium development.

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 **12055C0019C**, 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 used for storage, but if a connection to water is needed, the property will be served by an off-site central potable water system provided by the City of Avon Park.
2. **Central Wastewater:** The property will be used for storage, but if a connection to wastewater is needed, the property will be served by an off-site central wastewater system provided by the City of Avon Park.
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 Palov Verde Drive.
5. **Railroad Access:** There are CSX railroad tracks located nearby and to the west of the subject parcel. However, the site does not have direct access to these tracks. The proposed development will not require railroad access.
6. **Recreation:** The proposed development will not require the need for recreation.

7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **may be** required at the time of development. The proposed development of this site is expected to exclusively serve the residents of the Casa Del Lago development in which it is located. Therefore, the amendment is not expected to generate any additional traffic outside of this development.

F. **Schools:** The permitted uses within the Business District (B-3) zoning will not generate student impacts to the school district; school concurrency **is not** required.

G. **Airports:** The subject property is located approximately 2.8 miles north of the Avon Park Executive Airport and 15.8 miles north 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 2107, changing the Official Zoning Atlas for an approximate 0.69 acres from Industrial with a Conditional Use (I-2 CU) to

Business District with a Conditional Use (B-3 CU), referencing the mandatory findings of fact and becoming effective as provided by law.

Conditions of approval are included in the adopting resolution and are as follows:

1. The underlying or base zoning regulations for this CU shall be the B-3 District and any zoning regulations not specified herein will be as defined in the B-3 District as provided in Section 12.05.242 of the Code of Ordinances, Highlands County, Florida;
2. The Conditional Use shall be limited to storage incidental to the Casa Del Lago subdivision only; and
3. The property owner shall undergo the commercial site development review process and obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map

Exhibit 1:

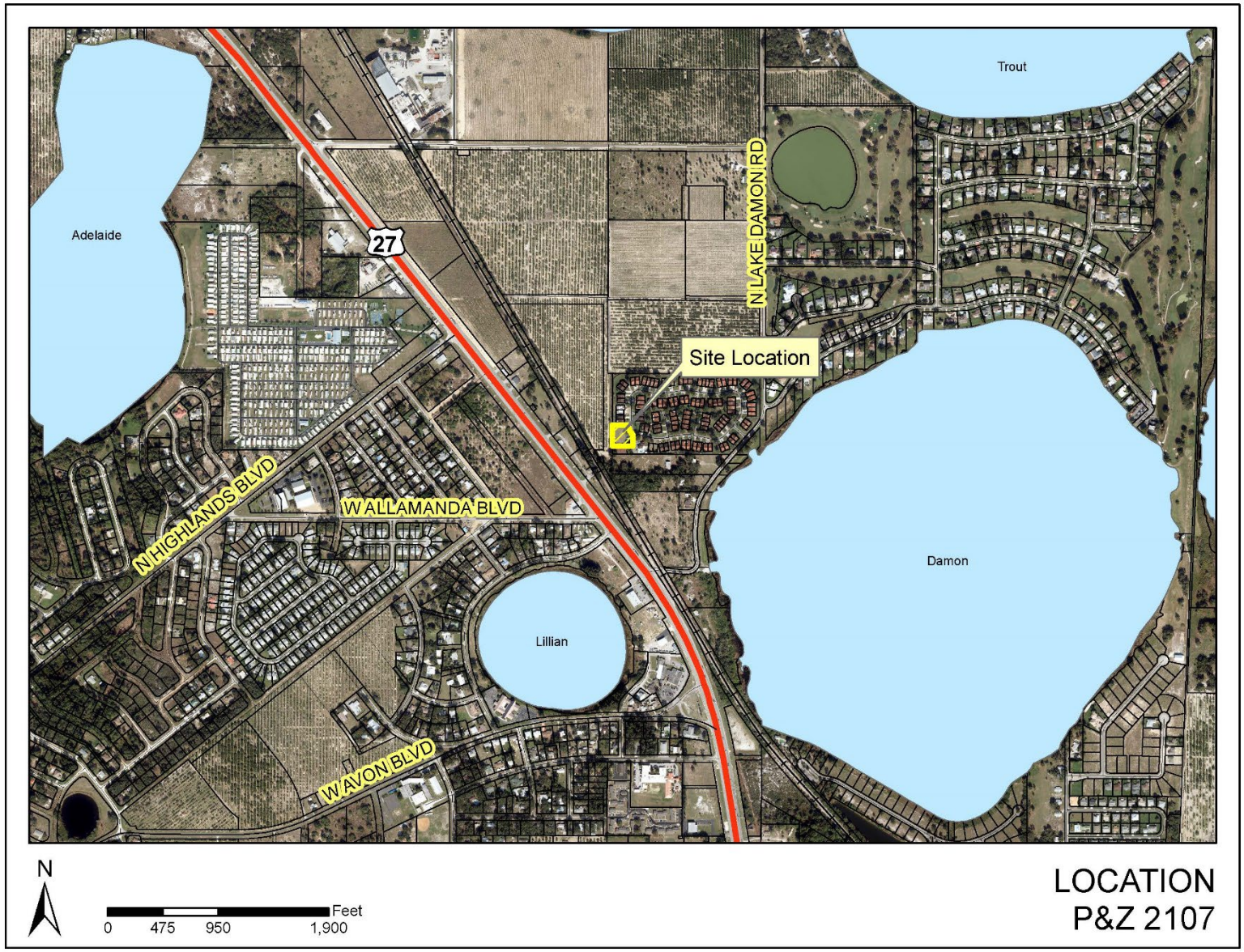
Trout
Adelaide
27
N LAKE DAMON RD
Site Location
N HIGHLANDS BLVD
W ALLAMANDA BLVD
Damon
Lillian
W AVON BLVD
N
0
475
950
1,900
Feet
LOCATION
P&Z 2107

Exhibit 2:

N HIGHLANDS BLVD
Site Location
N LAKE DAMON RD
27
PALO VERDE DR
W ALLAMANDA BLVD
Damon
Lillian
N
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195
390
780
Feet
AERIAL
P&Z 2107

Exhibit 3:

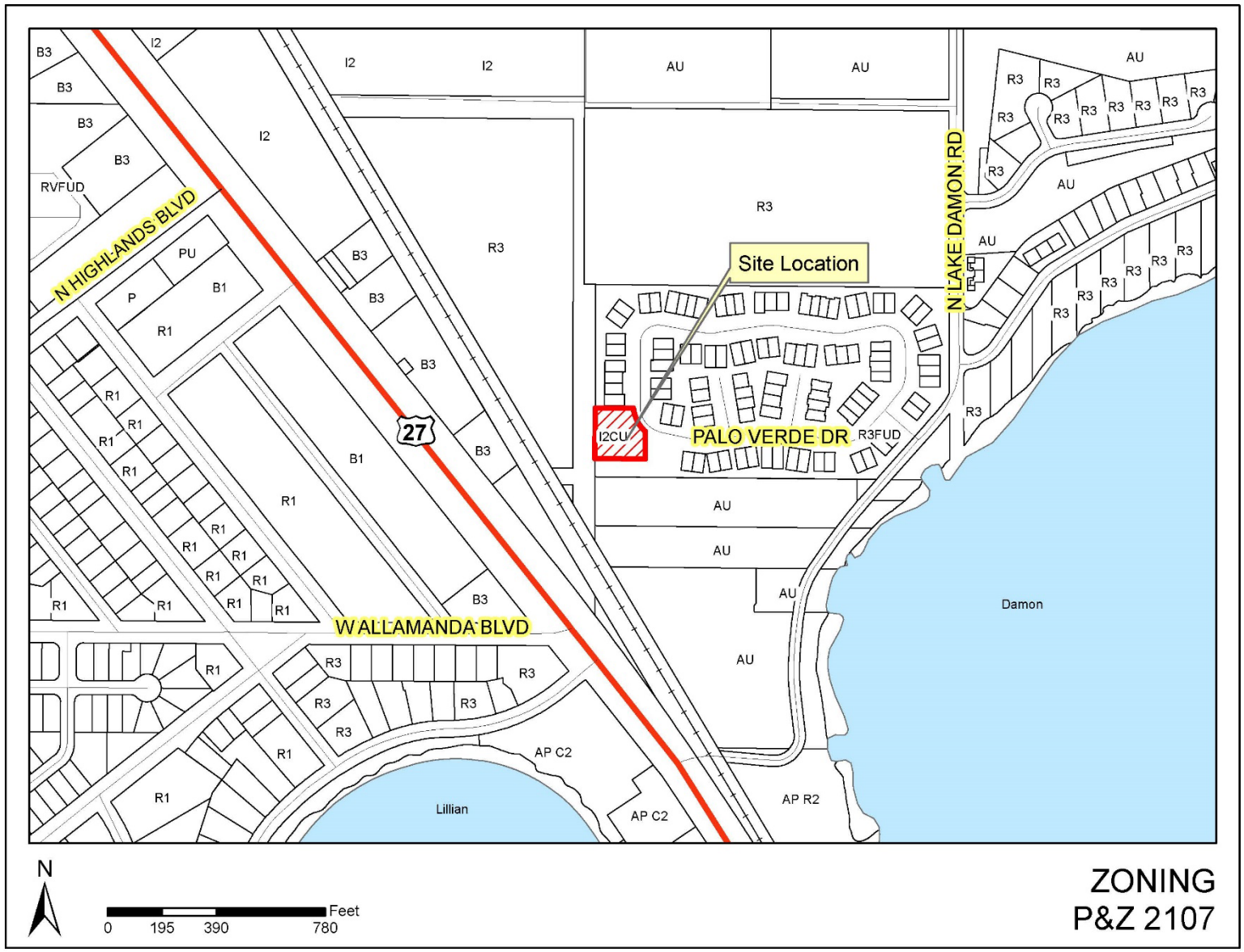
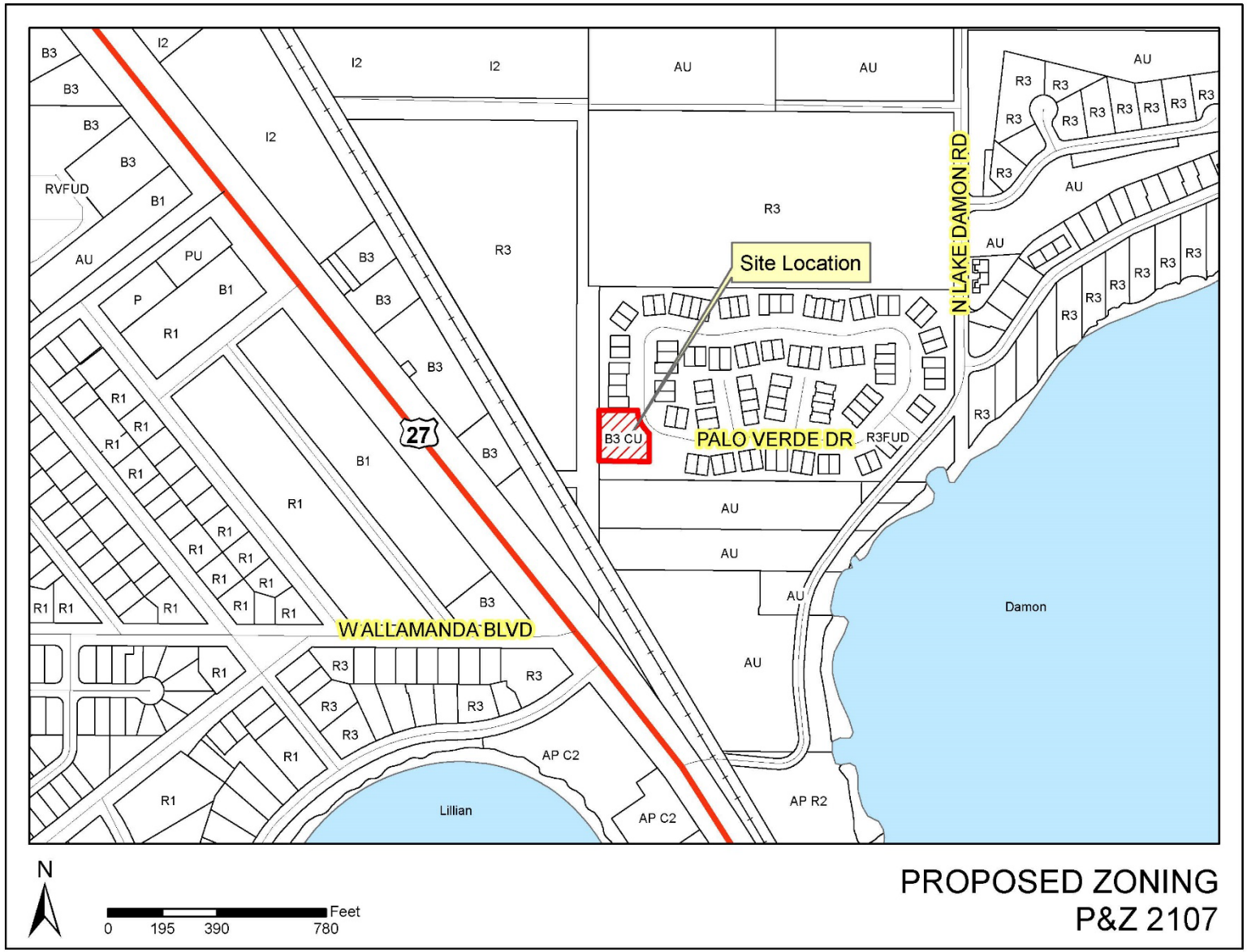

Site Location
N HIGHLANDS BLVD
W ALLAMANDA BLVD
PALO VERDE DR
N LAKE DAMON RD
27
I2CU
R3FUD
RVFUD
Damon
Lillian
AP C2
AP R2
N
0 195 390 780 Feet
ZONING
P&Z 2107

Exhibit 4


Site Location
B3 CU
PALO VERDE DR
R3FUD
N LAKE DAMON RD
W ALLAMANDA BLVD
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Damon
Lillian
AP C2
AP R2
RVFUD
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195
390
780
Feet
PROPOSED ZONING
P&Z 2107

Highlands County, Florida
Zoning Change Application

Zoning change from: I-2 CU
Zoning change to: B-3 CU

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

****

SECTION I: STAFF USE ONLY:

Project: 22050010

P&Z Hearing Number: 2107 **Date of Application:** 5/12/2022
Amount of Fee: $ 1,950.00 **Receipt No.:** 400000000216 **Tax Map No.:** 22-B
Hearing Dates: LP: _____ **P&Z:** 07/12/2022 **BCC:** 08/16/2022

****

This application has been reviewed for completeness and determined sufficient:

Zoning Supervisor _____ Date 5/13/2022

****

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: Rodney A. Davis + J.A. Harstine
   Mailing Address: 47 Lake Damon Dr., Avon Park, FLA, 33825
   Telephone No.: 863-443-1576. **E-Mail Address:** rdavis1362@gmail.com.

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: ~~Bill McKown~~ William McKown
   Mailing Address: 2862 Palo Verde Dr, Avon Park, FL, 33825
   Telephone No.: 863-399-2218 **E-Mail Address:** wgmckown@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. Casa del Lago Condo Association
   Per OR 940, Page 366
   Sewer Plant (maint. area)
   DOR Code: 07 Misc.
   Neighbourhood Code 5071

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-04-33-28-030-0080-0000 **STRAP #:**C-____-____-____-_____-_____-_____
   STRAP #:C-____-____-____-_____-_____-_____ **STRAP #:**C-____-____-____-_____-_____-_____

5. **Street Address(es) of Property Covered by the Application:**
   2888 Palo Verde Dr., Avon Park, FLA, 33825

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** I-2 CU **Existing Land Use Classification:** RH
Are the Zoning and Comprehensive Plan Consistent? ☐Consistent ☑Not Consistent

7. **Existing Property Information:** Size of Property (width) 179.4 (varies) feet, (depth) 180.42 feet, street frontage 95.42 (varies) feet, water frontage N/A feet, **Total acres** 0.69
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?
One stucco storage shed 12'x 12'.
Frame open drive-in shed - houses garden trailer.
If multiple units, the number of dwellings per building/number of buildings:

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ☑No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ☑No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).:

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ☑No **If Yes,** in whose name and when?

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ☑No **If Yes,** explain.

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	Casa Condos	RH	R3 FUD
South	Casa Tennis Court	RH	R3 FUD
East	Casa Parking lot	RH	R3 FUD
West	Woody area + R.R.	RH	R3

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Sewer Plant Non-Existant - Property wanted for Community storage area

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

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 144 sq.' divided by Parcel size 30,230 sq.' = FAR — 1 %

****

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 _____ 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 _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

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

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

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

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 _____ 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 _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

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

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

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

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 ____WM____ **Applicant's Initial** X

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 of Highlands 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: N A.

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

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).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ☑**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ☑**No**

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

RESOLUTION NO. 21-22-184

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-04-33-28-030-00B0-0000; 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 (County Code), Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-04-33-28-030-00B0-0000 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering economic objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of 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-04-33-28-030-00B0-0000 and more particularly described as:

> A portion of Lot 2, Block 41, Pabor Lake Colony, as per plat recorded in Plat Book 2, Page 89, Public Records of Desoto County (now transcript Book, Page 29, Public Records of Highlands County), Florida, being more particularly described as follows: Commence at the Southwest corner of Lot 2; thence run North 00°30'48" West and along the West line of Lot 2 a distance of 65 feet for Point of Beginning; thence continue North 0°30'48" West for a distance of 180.00 feet; thence North 89°29'12" East for a distance of 126.46 feet to a point on the arc of a curve concave to the Northeast; thence in a Southeasterly direction along arc of curve to the right (said curve having for its elements a radius of 135.00 feet and a central angle of 40°29'43") for a distance of 95.42 feet; thence South 0°30'48" East and parallel with the West line of Lot 2 a distance of 98.84 feet; thence North 89°59'59" West and parallel with the South line of Lot 2 for a distance of 170.00 feet to the Point of Beginning.

is hereby changed from Industrial District with a Conditional Use, I-2 CU, to Business District with a Conditional Use, B-3 CU, as permitted by County Code, Section 12.05.292.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Business District with a Conditional Use, B-3 CU.

SECTION 3. General Conditions, Restrictions, and Limitations. This B-3 CU shall be subject to the conditions, restrictions, and limitations stated in County Code Section12.05.242 and shall be the sole permitted use, running the with title to the land until zoned otherwise pursuant to County Code Section 12.05.292, except as expressly modified as follows:

1. The underlying or base zoning regulations for this CU shall be the B-3 District and any zoning regulations not specified herein will be as defined in the B-3 District as provided in County Code, Section 12.05.242; and
2. The Conditional Use for the Property shall be limited to storage incidental to the Casa Del Lago subdivision only; and
3. The property owner shall undergo the commercial site development review process and obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities.

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

SECTION 5. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2107, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 9. Effective Date. This Resolution shall take effect immediately after Highlands County Ordinance 21-22-23, adopting a small-scale comprehensive plan amendment, CPA-22-605SS, changing the land use designation on the property from High Density Residential (RH) to Commercial (C).

DONE AND ADOPTED, this 20th day of September 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER: **Rachel Barry, Zoning Supervisor**

SUBJECT/TITLE: **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-22-606SS, for an approximate 9.80-acre parcel, from Existing Designation Category (E) to Agriculture (AG).**

STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for an approximate 9.80-acre parcel to change the Future Land Use Map from Existing Designation Category (E) to Agriculture (AG). The Applicant is proposing to utilize the property to construct a single-family residence (SFR) and to continue the use of keeping their dogs on the property. The Applicant must comply with all environmental clearance and land clearing requirements prior to obtaining any permitting.

There is a companion request for a zoning change from Two-Family Dwelling District (R-2) to Agricultural District (AU), P&Z 2108.

The Planning and Zoning Commission recommended approval of CPA-22-606SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance 21-22-33, CPA-22-606SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.80 acres from Existing Designation Category (E) to Agriculture (AG), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments: Staff Report CPA-22-606SS for BCC Darr.pdf
Ordinance CPA-22-606SS Darr.pdf
Application CPA-22-606SS Darr.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small-Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 9/20/2022
Case Number: CPA-22-606SS	**Case Name:** Darr
Agent: N/A	**Property Owners:** Derek & Ashley Darr
Public Hearing: BCC	**Case Staff Member:** Rachel Barry

Request: Change the Future Land Use Map (FLUM) for an approximate 9.80-acre parcel from Existing Designation Category (E) to Agriculture (AG)

General Location: An approximate 9.80-acre parcel located in the River Ridge Ranches subdivision, on the east side of North Riverdale Road, approximately 1.70 miles south of East Butler Road, and 6.28 miles east of US 27; the address being 250 North Riverdale Road, Avon Park

PARCEL ID: C-21-33-29-020-0180-0060

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners concerning the Planning and Zoning Commission (P&Z):** Move to approve and adopt by Ordinance, CPA-22-606SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.80 acres from Existing Designation Category (E) to Agriculture (AG), 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-22-606SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.80 acres from Existing Designation Category (E) to Agriculture (AG), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the September 13, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER CPA-22-606SS – DEREK AND ASHLEY DARR** An approximate 9.80-acre parcel located in the River Ridge Ranches subdivision, on the east side of North Riverdale Road, approximately 1.70 miles south of East Butler Road, and 6.28 miles east of US 27; the address being 250 North Riverdale Road, Avon Park; and abbreviated legal as follows: An

approximate 9.80-acre parcel located in Section 21, Township 33 South, Range 29 East, Highlands County, Florida.

The Applicant is requesting a small-scale plan amendment from Existing (E) to Agriculture (AG). Mrs. Hunnicutt read the request and Mrs. Culpepper presented the request. There were no letters received and no one spoke in favor 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 Ordinance, CPA-22-606SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.80 acres from Existing Designation Category (E) to Agriculture (AG), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 4-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Future Land Use Map of an approximate 9.80-acre parcel, from E to AG.

There are two (2) open code enforcement complaints for this property, case numbers CE21120024 and CE22010182. The parcel contains multiple non-permitted structures and has been partially cleared of vegetation without obtaining Environmental Clearance or permit(s) through the Florida Department of Environmental Protection (FDEP). The Applicant is proposing to utilize the property to construct a single-family residence (SFR) and to continue the use of keeping their dogs on the property. The Applicant must comply with all environmental clearance and land clearing requirements prior to obtaining any permitting.

There is a companion request for a zoning change from Two-Family Dwelling District (R-2) to Agricultural District (AU), P&Z 2108.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Dog Kennel, Misc. Structures, and Personal Storage	E	R-2
Adjacent Property to the North	Vacant / Mobile Home (MH) and Grazing	AG	AU
Adjacent Property to the South	Vacant / Palmetto Creek	AG	AU

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the East	MH and Grazing	AG	AU
Adjacent Property to the West	SFR and Grazing	AG	AU

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.11, Existing Designation Category (E).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.212: Two-Family Dwelling District (R-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.7. Provide a basic recognition that the land uses outside of urbanized areas are primarily agricultural activities or low density rural development except in the Compact Urban Development Area of Sustainable Communities;

D. Sprawl Guidelines: It is the goal of Highlands County to build on its historical development pattern as a given point of departure, and to mitigate the forces fostering urban sprawl. Urban sprawl is generally scattered, untimely or poorly planned urban development that occurs on the fringe of rural areas and has occasionally invaded lands important and most suitable for agriculture or environmental and natural resource protection. In order to affect this goal, the primary sprawl indicators that a proposed plan or plan amendment discourages will function as a sprawl litmus test. The determination of the presence of one or several of these indicators shall consist of an analysis of the proposed plan or plan amendment within the context of features and characteristics unique to the local community in order to determine whether the plan or plan amendment manifests these findings. For reference, the indicators are contained within the Technical Support Documents to the Comprehensive Plan.

Department Comments and Analysis of Petitioner's Proposal:

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

   Natural Resources: [The applicant will need to] address the natural resources on his property if he requests a land clearing permit in the future. There are both cutthroat seep and xeric upland on this property. There would be about 1 acre of each. …[It] looks like scrub from the road but there could be cutthroat since it's on a downhill slope to the creek (that's usually where you find cutthroat is on slopes).

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

   Florida Department of Health: No objection.

   Fire Rescue: The Fire Marshal's Office does not have an objection to the proposed applications.

2. **The following Departments, Divisions, and Agencies offered no comment:** Engineering Department, Florida Department of Transportation and Sebring Executive Airport.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Avon Park, Florida Department of Environmental Protection, 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 having an elevation between 75 and 90 feet.
   2. **Soils:** The soils underlying the site are *Satellite Sand* (approx. 3.18 acres) and *Samsula Muck* (approx. 6.62 acres).
      These soils are nearly level and somewhat poorly drained or very poorly drained. The limitations for urban uses are severe.
   3. **Surface Waters:** Palmetto Creek crosses over the southeast corner of the property.
   4. **Vegetative Cover:** The site is mostly covered with natural vegetation and has been partially cleared.

   B. Land Use Analysis:
   1. **Current Use of Land:** The property currently contains non-permitted uses and structures, which have resulted in multiple code enforcement complaints; cases CE21120024 and CE22010182 remain open. The

property is being used to keep dogs in an outdoor kennel area and personal boat and RV storage.

2. **Current Future Land Use Map (FLUM) Designation:** The site has a future land use designation of E.
3. **Proposed FLUM Designation:** The proposed future land use designation is AG.
4. **Current Population Yield:** Currently, the inconsistent zoning and future land use designations would not allow development on this property. The parcel currently carries a potential population yield of 0 persons.
5. **Proposed Population Yield:** The proposed future land use designation allows a maximum of one (1) dwelling unit per 5 acres or legal lot of record. The parcel would carry a potential population yield of 2 persons; 1 dwelling unit x 2.25 person = 2.25 persons.
6. **The Applicant's proposed development program:** The Applicant is proposing to use the site to construct a home and to continue using the property to keep dogs in an outdoor kennel area.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Cutthroat Grass Seep and Wetland habitats. The Natural Resources Division has indicated the site contains Cutthroat Grass Seep and Xeric Uplands. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance.
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, and a flood zoned designation of "A", for areas located inside a special flood hazard area, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0135C**, 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 on-site potable water system (well) that will be designed to connect to a central potable water system when it becomes available.
2. **Central Wastewater:** The property will be served by an on-site wastewater treatment system (septic) that will be designed to connect to a central wastewater treatment system when it becomes available.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto North Riverdale Road.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is not** required at the time of development.

F. **Schools:** The permitted uses within the Agriculture Future Land Use designation are agricultural in nature, with an allowance for a residential dwelling unit. Any project development may generate student impacts to the school district; school concurrency **may be** required.

G. **Airports:** The subject property is located approximately 6.3 miles north northeast of the Avon Park Executive Airport and 10.6 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: The request is to amend the future land use map from Existing to Agriculture; therefore, these indicators are not applicable.

(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:* Amending the future land use designation to Agriculture will help to lessen adverse impacts and protect natural resources and ecosystems located on this property, as well as remedy the existing sprawl by providing consistency in the surrounding area.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The allowable uses in the Agriculture future land use designation are less intense in nature and would constitute a decrease in the demand for services and infrastructure, thereby eliminating the requirement for an immediate, cost-prohibitive provision of public infrastructure. 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:* This indicator is not applicable to this request. The property is located in a rural area away from retail and commercial uses. The property has direct access onto a county-maintained paved road.

(4) *Promotes conservation of water and energy:* The allowable uses in the Agriculture future land use designation are less intense in nature and would constitute a decrease in the demand or use of water and energy, thereby promoting conservation.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* Amending the future land use designation on this property to Agriculture will aid in preserving agricultural areas and activities.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* Any future development on the property will not provide for public open space or recreation needs but will help to preserve 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:* This indicator is not applicable to this request.

(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:* All other properties in the immediate area have agricultural zoning and future land use designations. Amending the future land use designation on the subject property would remedy the existing sprawl.

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-22-606SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.80 acres from Existing Designation Category (E) to Agriculture (AG), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map
Exhibit 5: Site Photographs

Exhibit 1:

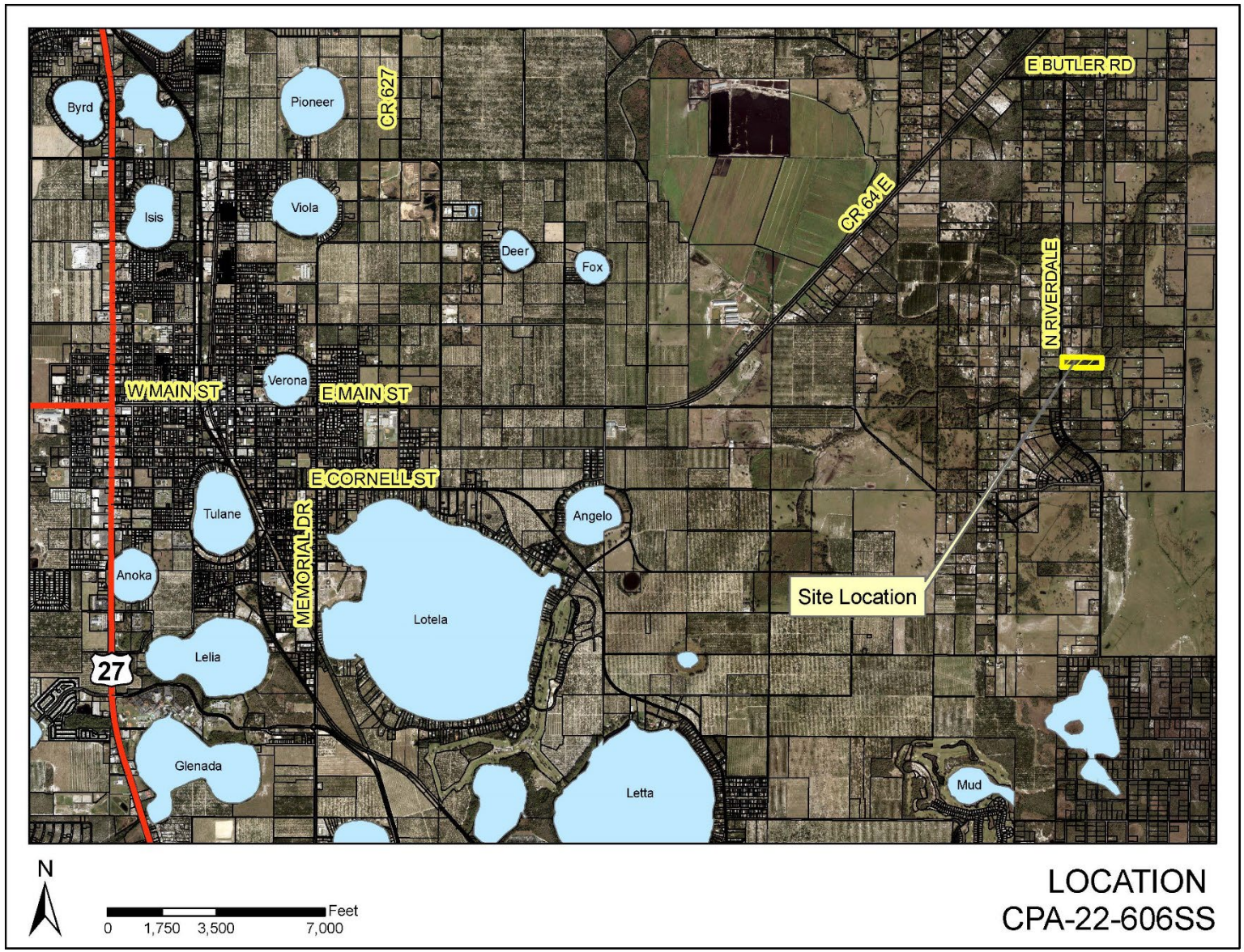
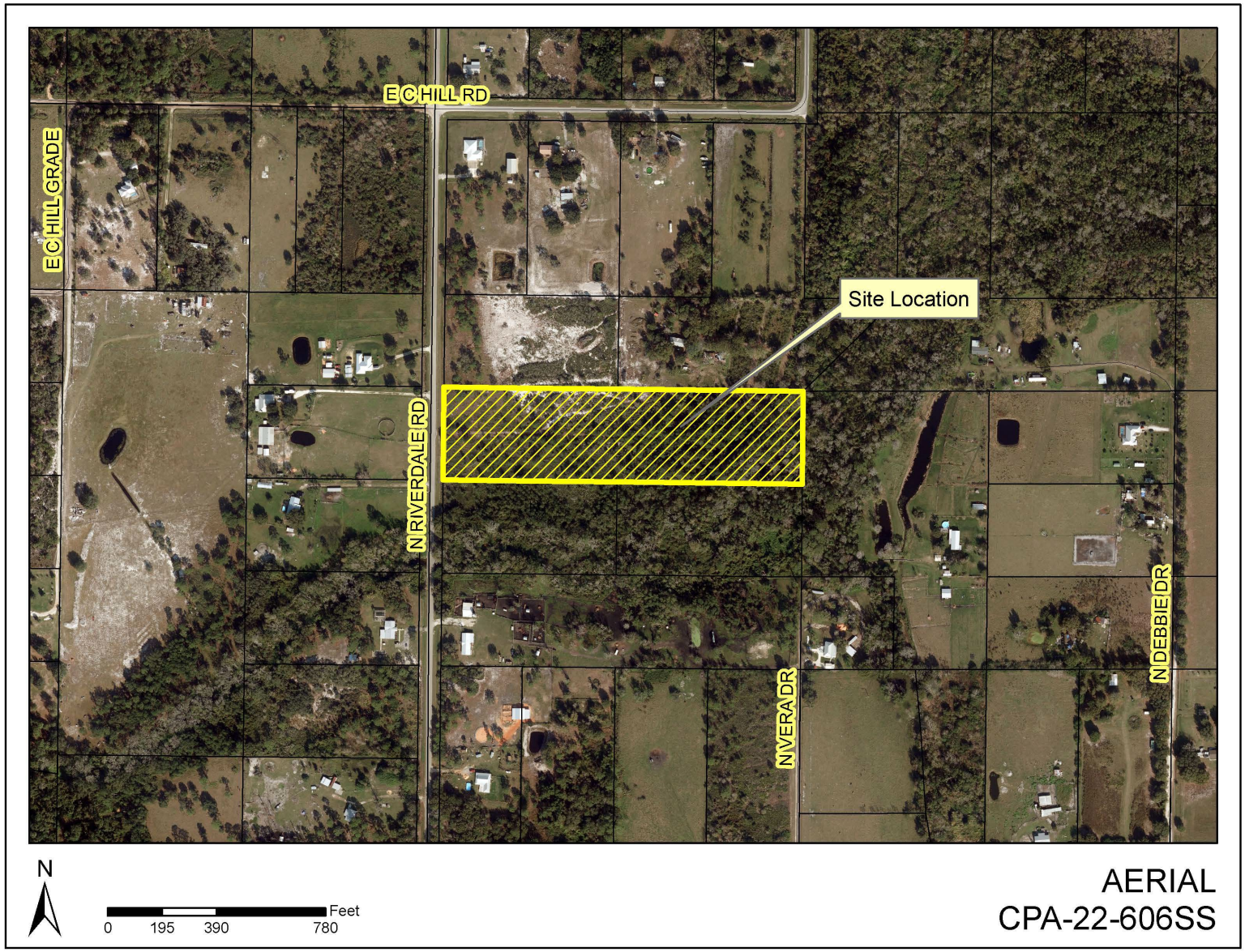

Byrd
Pioneer
CR 627
E BUTLER RD
Isis
Viola
CR 64E
Deer
Fox
N RIVERDALE
W MAIN ST
Verona
E MAIN ST
E CORNELL ST
Tulane
Angelo
MEMORIAL DR
Anoka
Site Location
Lotela
Lelia
27
Glenada
Letta
Mud
N
0
1,750
3,500
7,000
Feet
LOCATION
CPA-22-606SS

Exhibit 2:


E C HILL RD
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Site Location
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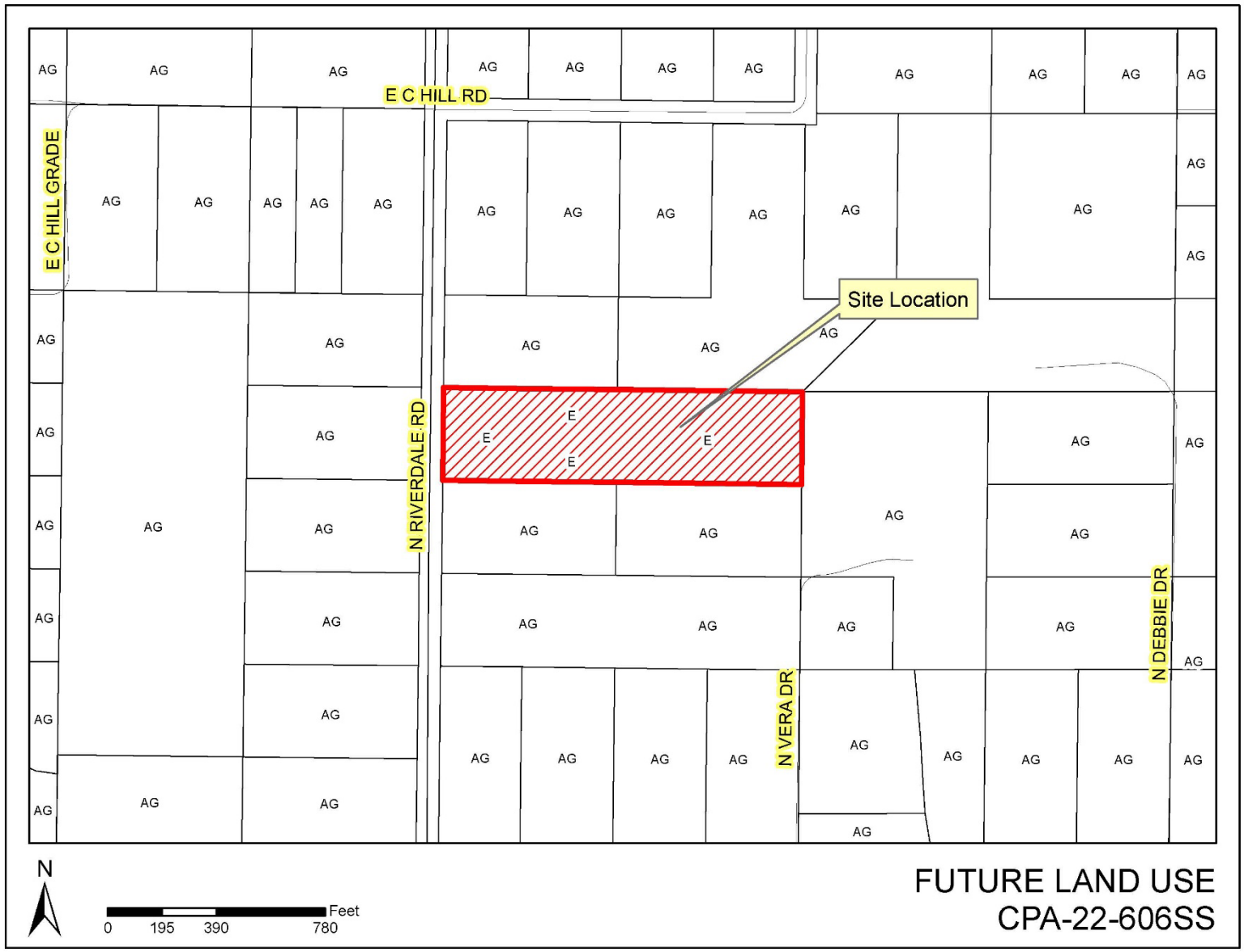
CPA-22-606SS

Exhibit 3: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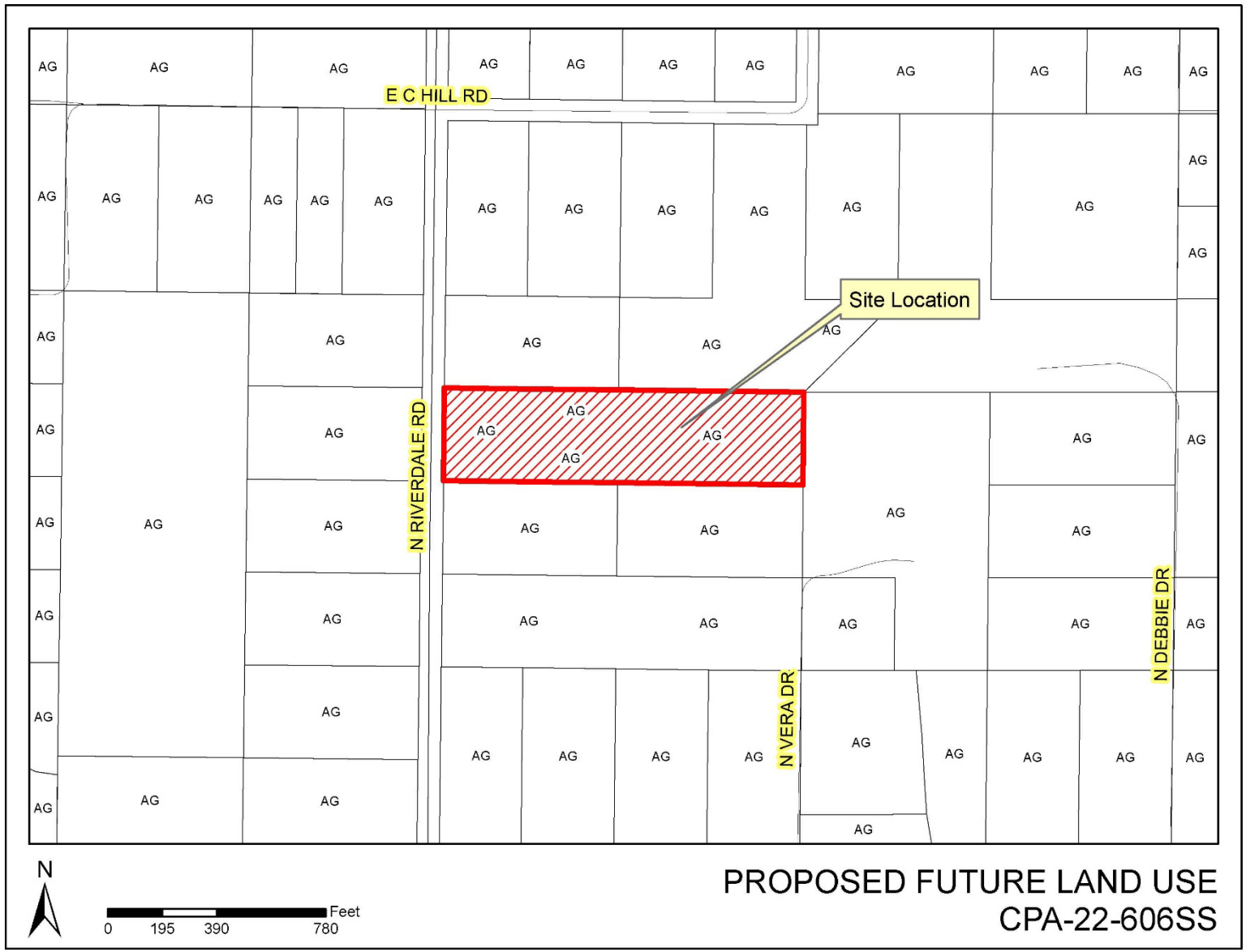
FUTURE LAND USE
CPA-22-606SS

Exhibit 4: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PROPOSED FUTURE LAND USE
CPA-22-606SS

Exhibit 5:

ORDINANCE NO. 21-22-32

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-21-33-29-020-0180-0060; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.3167 empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-21-33-29-020-0180-0060 (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 September 13, 2022, to review the small-scale amendment to the Property, identified by CPA-22-606SS, 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-22-606SS 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-22-606SS, 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-22-606SS, 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-22-606SS; 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-22-606SS, 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-22-606SS is not located within an area of critical state concern; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-21-33-29-020-0180-0060 and more particularly described as:

> Tract 6 and Tract 15, Block 18, otherwise described as: The S 1/2 of SW 1/4 of NE 1/4 of NE 1/4, and The S 1/2 of the SE 1/4 of the NE 1/4 of NE 1/4, of Section 21, Township 33 South, Range 29 East, Highlands County, Florida, and otherwise described as RIVER RIDGE RANCHES, Section 1.

is hereby changed from "Existing Designation Category" to "Agriculture".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Agriculture.

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-22-606SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

DONE AND ADOPTED this 20th day of September, 2022.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Kathy G. Rapp, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

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: E Change to: AG

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

.....

STAFF USE ONLY:

Case Number: CPA- 22 - 606 SS/LS **Date of Application:** 5/13/2022

Amount of Fee: $ 1,500.00 **Tax Map No.:** 86-C project # 22050014

Hearing Dates: P&Z 8 / 9 / 22 BOCC 9 / 20 / 22
Hearing moved due to lack of quorum

This application has been reviewed for completeness and determined sufficient.

Melony Cuthpert 5/24/2022
Signed: Planning and Zoning Manager **Date**

.....

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

STRAP No. C-21-33-29-020-0180-0000 **STRAP No. C-**~~21-33-29-020-0180-0000~~

STRAP No. C-~~21-33-29-020-0180-0000~~ **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): Derek + Ashley Dan

   Mailing Address: PO Box 759 Avon Park FL 33826

   Daytime Telephone No. (740) 502-6121 **E-Mail Address:** derek@adamsbuilders.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: _____

   Mailing Address: _____

   Daytime Telephone No. ( ) _____ **E-Mail Address:** _____

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: To allow for agricultural uses

4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.
   a. Goal(s) _____
   b. Objective(s) _____
   c. Policy(ies) _____

PROPERTY INFORMATION:

5. **Legal Description(s) of Property Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description: complete description including section, township and range. See attached

6. **Street Address(es) of Property Covered by the Application:** 250 N Riverdale Rd Avon Park FL 33825

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:** _____

8. **Existing Zoning District:** RR2 **Existing Future Land Use Classification:** E

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc. Sheds, Kennel & Concrete Slab, RV

10. **Are there existing structures on the property?** ☒ **Yes** [ ] **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other) Kennel

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

11. **Existing Property Information:** Size of Property (width) 335 feet, (depth) 1280 feet, road frontage 335 feet, water frontage N/A feet, **Total acres:** 9.77

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	Vacant	AG	AU
South	Vacant	AG	AU
East	Residence	AG	AU
West	Residence	AG	AU

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** N/A

16. **Residential Density:** The proposed density is N/A units per acre.

17. **Intensity:** The proposed intensity is N/A square feet at ____ Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐ **Yes** ☒ **No**
If yes, the potable water system requirements will be accommodated by the _____ 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 _____ N/A _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

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

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

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

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

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

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

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

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

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

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

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

END OF APPLICATION

ATTACHMENTS:

1. Owner's Affidavit(s) or Corporate Affidavit
2. Agent's Affidavit(s)
3. Notarized authorization from each owner, as applicable (Form A)
4. Notarized authorization for agent to submit petition, as applicable (Form B)
5. Public Utility Information Request Sample Letter
6. Public School Information Request Sample Letter
7. Application Due Dates
8. Fee Schedule

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER: **Rachel Barry, Zoning Supervisor**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2108, changing the Official Zoning Atlas for an approximate 9.80-acre parcel, from Two-Family Dwelling District (R-2) to Agricultural District (AU).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 9.80-acre parcel, from Two-Family Dwelling District (R-2) to Agricultural District (AU).

The Applicant is proposing to utilize the property to construct a single-family residence (SFR) and to continue the use of keeping their dogs on the property. The Applicant must comply with all environmental clearance and land clearing requirements prior to obtaining any permitting.

There is a companion request for a Future Land Use Map Amendment from Existing Designation Category (E) to Agriculture (AG), CPA-22-606SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2108 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 21-22-185, P&Z 2108, changing the Official Zoning Atlas for an approximate 9.80 acres from Two-Family Dwelling District (R-2) to Agricultural District (AU), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments: Staff Report P&Z 2108 for BCC Darr.pdf
Application P&Z 2108 Darr.pdf
Resolution P&Z 2108 - Darr.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 9/20/2022
Case Number: P&Z 2108	**Case Name:** Darr
Agent: N/A	**Property Owners:** Derek & Ashley Darr
Public Hearing: BCC	**Case Staff Member:** Rachel Barry

Request: Rezone an approximate 9.80-acre parcel from Two-Family Dwelling District (R-2) to Agricultural District (AU)

General Location: An approximate 9.80-acre parcel located in the River Ridge Ranches subdivision, on the east side of North Riverdale Road, approximately 1.70 miles south of East Butler Road, and 6.28 miles east of US 27; the address being 250 North Riverdale Road, Avon Park

PARCEL ID: C-21-33-29-020-0180-0060

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners concerning the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2108, changing the Official Zoning Atlas for an approximate 9.80 acres from Two-Family Dwelling District (R-2) to Agricultural District (AU), 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 2108, changing the Official Zoning Atlas for an approximate 9.80 acres from Two-Family Dwelling District (R-2) to Agricultural District (AU), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the September 13, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER P&Z 2108 – DEREK AND ASHLEY DARR** An approximate 9.80-acre parcel located in the River Ridge Ranches subdivision, on the east side of North Riverdale Road, approximately 1.70 miles south of East Butler Road, and 6.28 miles east of US 27; the address being 250 North Riverdale Road, Avon Park; and abbreviated legal as follows: An approximate 9.80-acre parcel located in Section 21, Township 33 South, Range 29 East, Highlands County, Florida.

The Applicant is requesting a zoning change from Two-Family Dwelling District (R-2) to Agricultural District (AU). Mrs. Hunnicutt read the request and Mrs. Culpepper presented the request. There were no letters received and no one spoke in favor 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 2108, changing the Official Zoning Atlas for an approximate 9.80 acres from Two-Family Dwelling District (R-2) to Agricultural District (AU), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 4-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 9.80-acre parcel, from R-2 to AU.

There are two (2) open code enforcement complaints for this property, case numbers CE21120024 and CE22010182. The parcel contains multiple non-permitted structures and has been partially cleared of vegetation without obtaining Environmental Clearance or permits through the Florida Department of Environmental Protection (FDEP). The Applicant is proposing to utilize the property to construct a single-family residence (SFR) and to continue the use of keeping their dogs on the property. The Applicant must comply with all environmental clearance and land clearing requirements prior to obtaining any permitting.

There is a companion request for a Future Land Use Map Amendment from Existing Designation Category (E) to Agriculture (AG), CPA-22-606SS.

2. Notices to Surrounding Property Owners.

On July 6, 2022, and August 19, 2022, notices were mailed to 17 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	Dog Kennel, Misc. Structures, and Personal Storage	E	R-2
Adjacent Property to the North	Vacant / Mobile Home (MH) and Grazing	AG	AU

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the South	Vacant / Palmetto Creek	AG	AU
Adjacent Property to the East	MH and Grazing	AG	AU
Adjacent Property to the West	SFR and Grazing	AG	AU

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.11, Existing Designation Category (E).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.212: Two-Family Dwelling District (R-2).

Department Comments and Analysis of Petitioner's Proposal:

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

Natural Resources: [The applicant will need to] address the natural resources on his property if he requests a land clearing permit in the future. There are both cutthroat seep and xeric upland on this property. There would be about 1 acre of each. …[It] looks like scrub from the road but there could be cutthroat since it's on a downhill slope to the creek (that's usually where you find cutthroat is on slopes).

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

Florida Department of Health: No objection.

Fire Rescue: The Fire Marshal's Office does not have an objection to the proposed applications.

2. The following Departments, Divisions, and Agencies offered no comment: Engineering Department, Florida Department of Transportation and Sebring Executive Airport.

3. The following Departments, Divisions, and Agencies did not respond: City of Avon Park, Florida Department of Environmental Protection, 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 having an elevation between 75 and 90 feet.
2. **Soils:** The soils underlying the site are *Satellite Sand* (approx. 3.18 acres) and *Samsula Muck* (approx. 6.62 acres).
   These soils are nearly level and somewhat poorly drained or very poorly drained. The limitations for urban uses are severe.
3. **Surface Waters:** Palmetto Creek crosses over the southeast corner of the property.
4. **Vegetative Cover:** The site is mostly covered with natural vegetation and has been partially cleared.

B. Zoning Analysis:

1. **Current Use of Land:** The property currently contains non-permitted uses and structures, which have resulted in multiple code enforcement complaints; cases CE21120024 and CE22010182 remain open. The property is being used to keep dogs in an outdoor kennel area and personal boat and RV storage.
2. **Vested Rights:** This property is not covered by a vesting order.
3. **Current Zoning Designation:** The site has a zoning designation of R-2.
4. **Proposed Zoning Designation:** The proposed zoning designation is AU.
5. **Current Population Yield:** Currently, the inconsistent zoning and future land use designations would not allow development on this property. The parcel currently carries a potential population yield of 0 persons.
6. **Proposed Population Yield:** The proposed zoning allows a maximum of one (1) dwelling unit per 5 acres or legal lot of record. The parcel would carry a potential population yield of 2 persons; 1 dwelling unit x 2.25 person = 2.25 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site to construct a home and to continue using the property to keep dogs in an outdoor kennel area.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Cutthroat Grass Seep and Wetland habitats. The Natural Resources Division has indicated the site contains Cutthroat Grass Seep and Xeric Uplands. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance.
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 of special flood hazard areas, and a flood zone designation of "A", for areas located inside a special flood hazard area, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0135C**, 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 on-site potable water system (well) that will be designed to connect to a central potable water system when it becomes available.
2. **Central Wastewater:** The property will be served by an on-site wastewater treatment system (septic) that will be designed to connect to a central wastewater treatment system when it becomes available.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto North Riverdale Road.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is not** required at the time of development.

F. Schools: The permitted uses within the Agricultural District are agricultural in nature, with an allowance for a residential dwelling unit. Any project development may generate student impacts to the school district; school concurrency **may be** required.

G. Airports: The subject property is located approximately 6.3 miles north northeast of the Avon Park Executive Airport and 10.6 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 2108, changing the Official Zoning Atlas for an approximate 9.80 acres from Two-Family Dwelling District (R-2) to Agricultural District (AU), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map
Exhibit 5: Site Photographs

Exhibit 1:

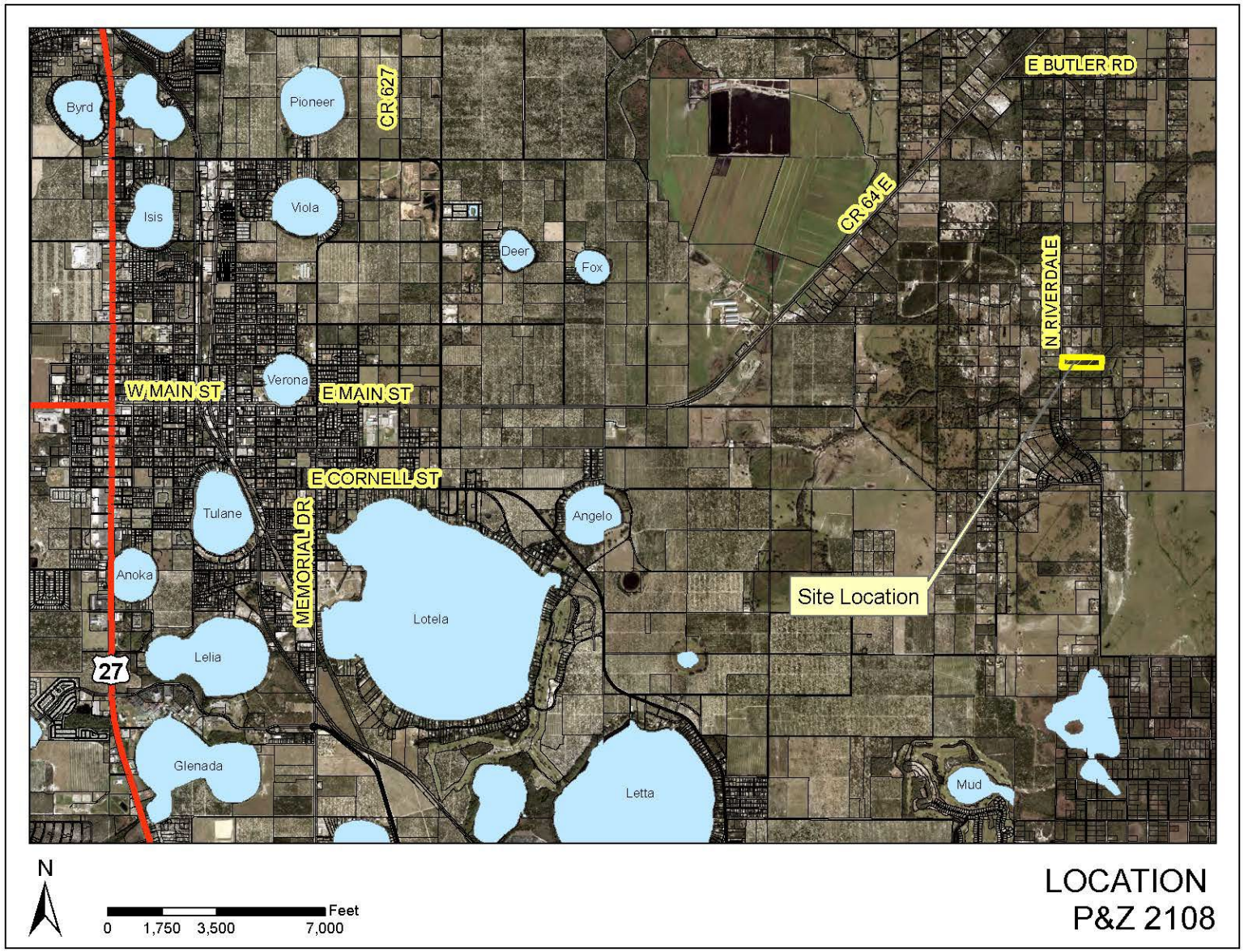
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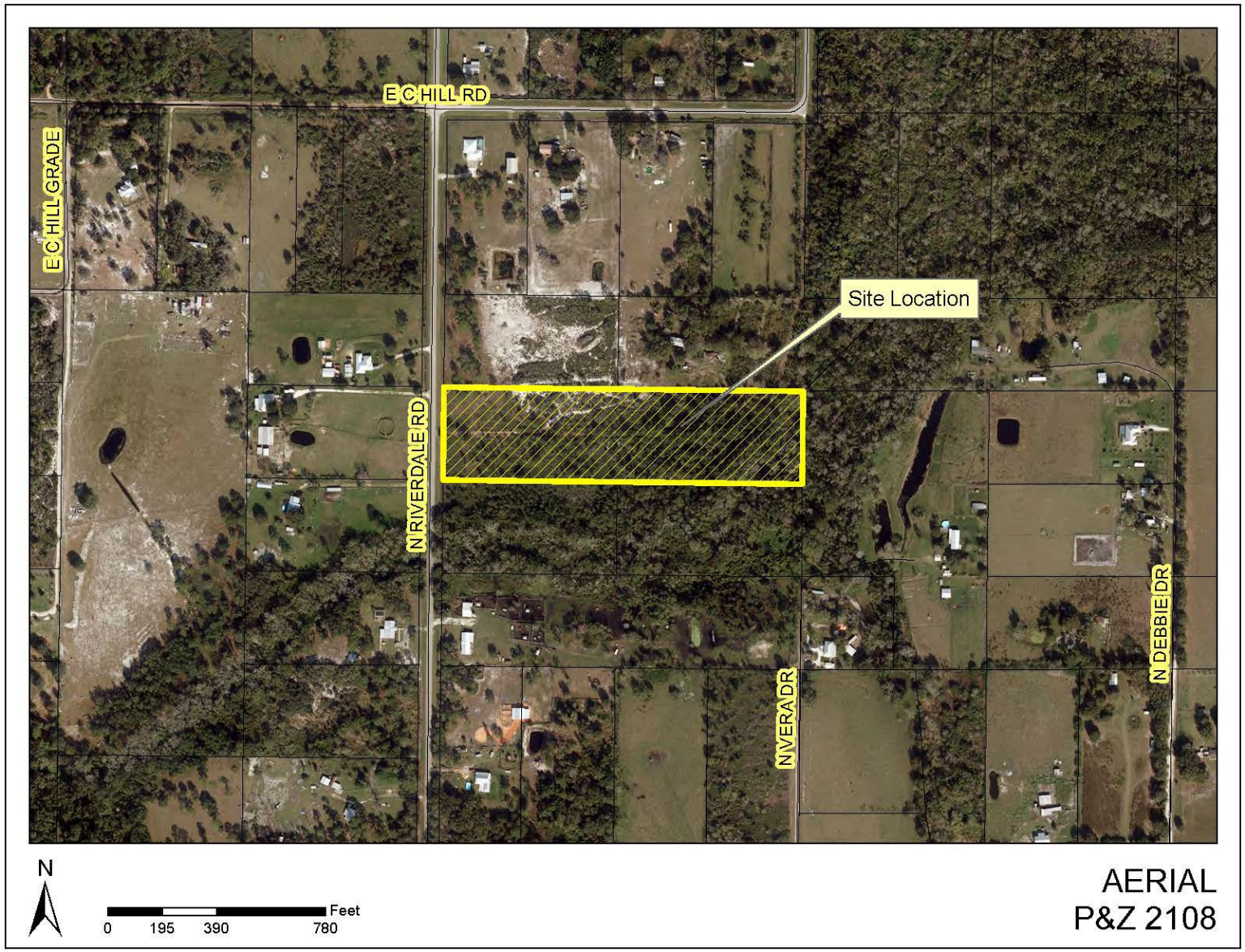
Exhibit 2: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Feet
AERIAL
P&Z 2108

Exhibit 3:

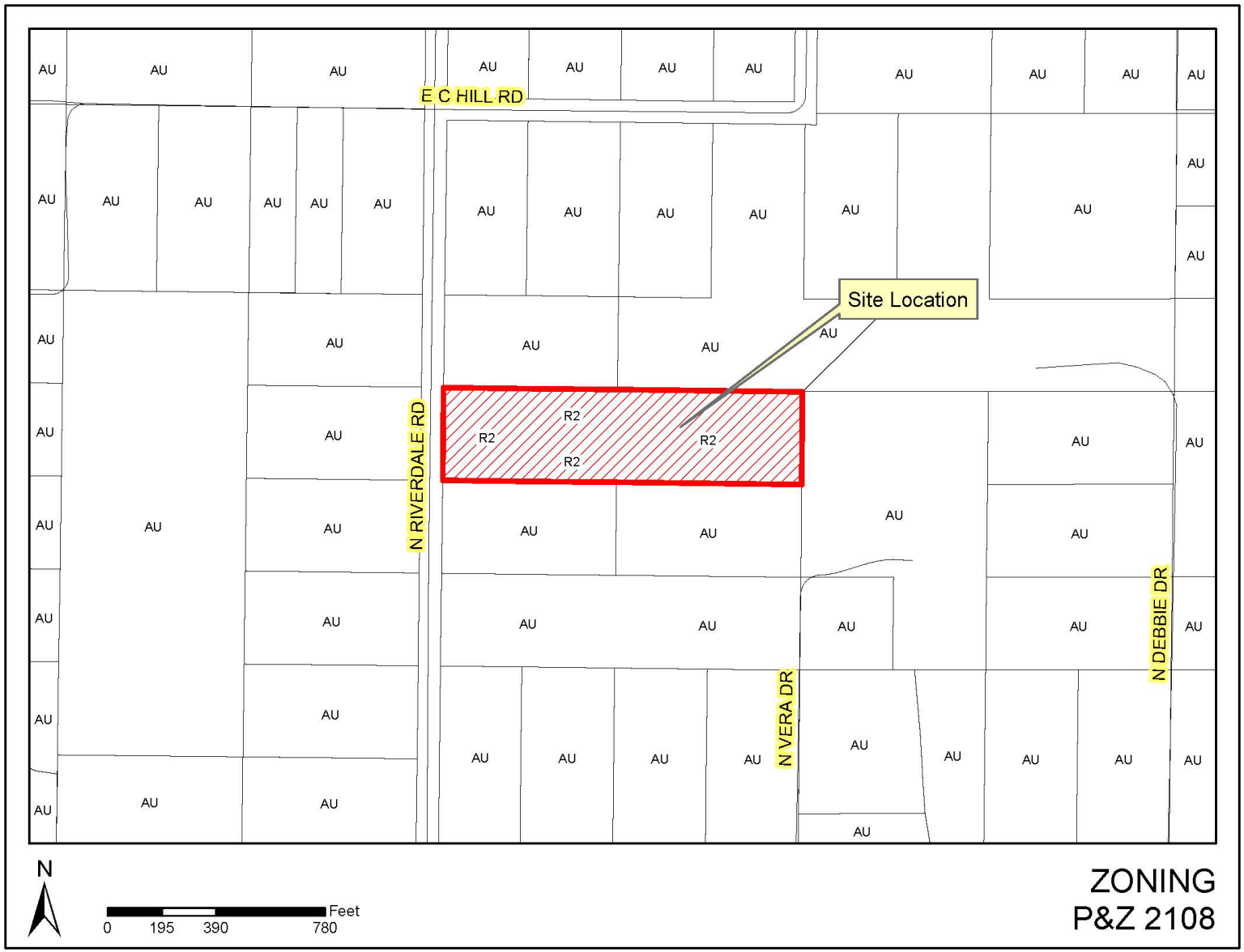
E C HILL RD
N RIVERDALE RD
N VERA DR
N DEBBIE DR
Site Location
R2
AU
N
0
195
390
780
Feet
ZONING
P&Z 2108

Exhibit 4:

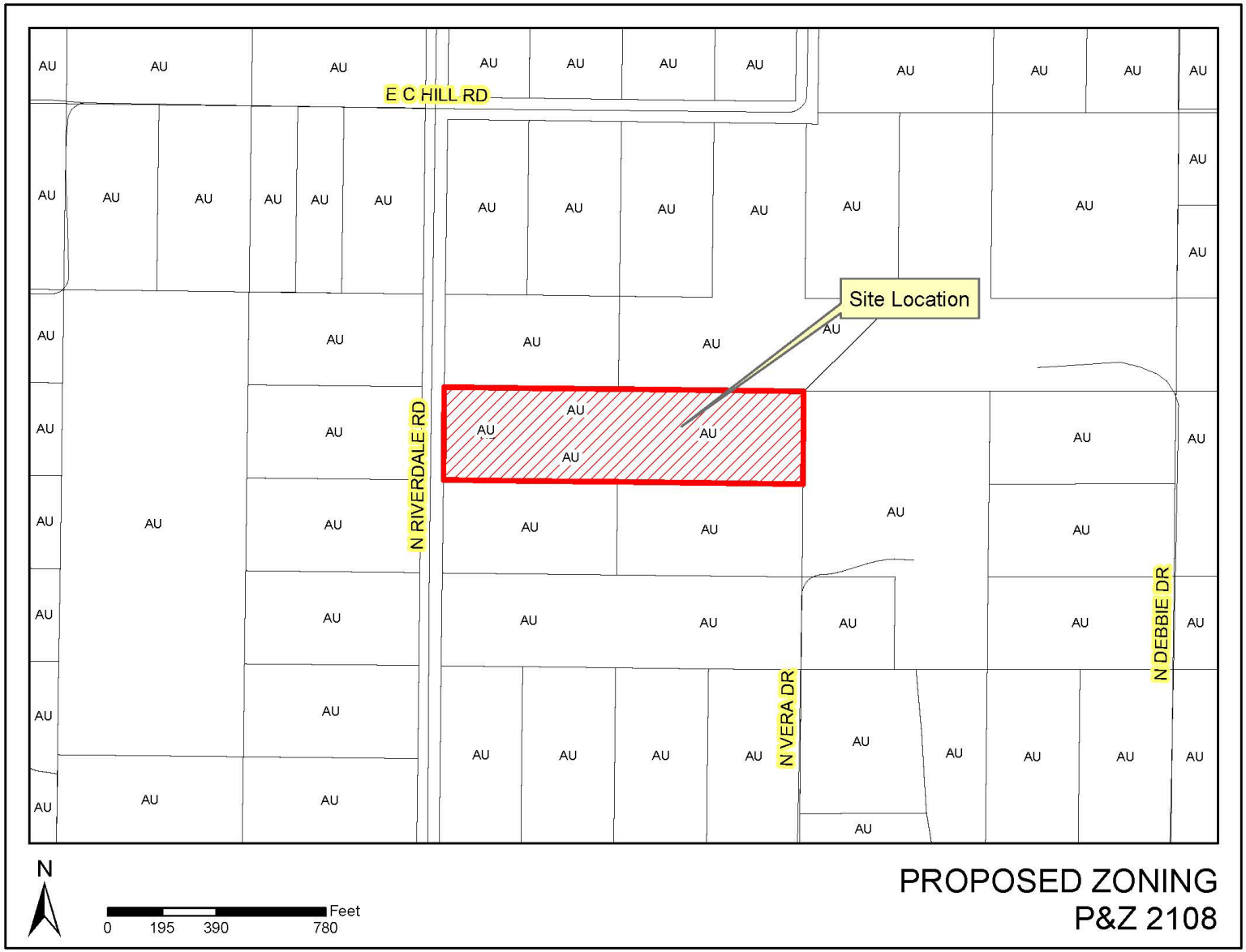
E C HILL RD
N RIVERDALE RD
N VERA DR
N DEBBIE DR
Site Location
AU
N
0
195
390
780
Feet
PROPOSED ZONING
P&Z 2108

Exhibit 5:

Highlands County, Florida
Zoning Change Application

Zoning change from: R-2
Zoning change to: AU

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

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2108 **Date of Application:** 5/13/2022
Amount of Fee: $ 1,950.00 ~~Receipt~~ Project **No.:** 22050013 **Tax Map No.:** 86-C
Hearing Dates: LP: _____ **P&Z:** 7/12/2022 **BCC:** 8/16/2022

****

Rcpt # 4500001287

This application has been reviewed for completeness and determined sufficient:

Zoning Supervisor _____ Date 5/23/2022

****

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: Derek + Ashley Dark
   Mailing Address: PO Box 759 Avon Park FL 33826
   Telephone No.: 740-502-6121 **E-Mail Address:** derek@dartbullies.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: _____
   Mailing Address: _____
   Telephone No.: _____ **E-Mail Address:** _____

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. See attached

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C- 21-33-29-020-0180-0000 **STRAP #:C-** 21-33-29-020-0180-0000
   STRAP #:C- 21-33-29-020-0180-0001 **STRAP #:C-** _____

5. **Street Address(es) of Property Covered by the Application:** 250 N Ridgedale Rd Avon Park FL 33825

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** B2 **Existing Land Use Classification:** E
   Are the Zoning and Comprehensive Plan Consistent? ☐Consistent ☒Not Consistent

7. **Existing Property Information:** Size of Property (width) 335 feet, (depth) 1280 feet, street frontage 335 feet, water frontage N/A feet, **Total acres** 9.71
   If different from the total acreage, the upland, or developable portion is _____ +/- acres. (TBD)

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? Sheds, Kennel on concrete slab, RV
   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	Vacant	AG	AU
South	Vacant	AG	AU
East	Residence	AG	AU
West	Residence	AG	AU

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** To allow for current existing use.

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (If applicable):** N/A

16. **Proposed Development Standards (if applicable):**
    A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
    B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building N/A divided by Parcel size N/A = FAR N/A %

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐Yes ☒No
    If Yes, the potable water system requirements will be accommodated by the _____ 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 N/A gpcd.
b. The facility has a permitted capacity for N/A gpcd.
c. The facility has an average demand or committed capacity for N/A gpcd.
d. The facility has an excess capacity of N/A gpcd.
e. This proposed development will require approximately N/A gpcd.

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

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

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

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

If Yes, the wastewater treatment system requirements will be accommodated by the _____ 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 N/A gpcd.
b. The facility has a permitted capacity for N/A gpcd.
c. The facility has an average demand or committed capacity for N/A gpcd.
d. The facility has an excess capacity of N/A gpcd.
e. This proposed development will require approximately N/A 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. SAO **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 SAO **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 Highlands County refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

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: N/A

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

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).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ☐**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ☐**No**

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

RESOLUTION NO. 21-22-185

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-21-33-29-020-0180-0060; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-21-33-29-020-0180-0060 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering agricultural objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

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

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-21-33-29-020-0180-0060 and more particularly described as:

> Tract 6 and Tract 15, Block 18, otherwise described as: The S 1/2 of SW 1/4 of NE 1/4 of NE 1/4, and The S 1/2 of the SE 1/4 of the NE 1/4 of NE 1/4, of Section 21, Township 33 South, Range 29 East, Highlands County, Florida, and otherwise described as RIVER RIDGE RANCHES, Section 1

is hereby changed from Two-Family Dwelling District, R-2, to Agricultural District, AU.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Agricultural District, AU.

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 2108, 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 21-22-33, adopting a small-scale comprehensive plan amendment, CPA-22-606SS, changing the land use designation on the Property from Existing, E, to Agriculture, AG.

DONE AND ADOPTED, this 20th day of September 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of P&Z Hearing No. 2109, changing the Official Zoning Atlas for an approximate 0.45 acres, from Limited Business District (B-2) to Residential District (R-1).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for two (2) parcels totaling approximately 0.45 acres, from Limited Business District (B-2) to Residential District (R-1).

The parcels are vacant of structures and native vegetation other than natural ground cover. The Applicants are proposing to rezone the properties for consistency with their future land use designation.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2109 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 21-22-185, P&Z 2109, changing the Official Zoning Atlas for two (2) parcels totaling an approximate 0.45 acres from Limited Business District (B-2) to Residential District (R-1), 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 2109 for BCC Taylor.pdf
Application P&Z 2109 Taylor.pdf
Resolution P&Z 2109 - Taylor.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 9/20/2022
Case Number: P&Z 2109	**Case Name:** Perry and Dara Taylor
Agent: N/A	**Property Owners:** Perry and Dara Taylor
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Request: Rezone two (2) parcels totaling approximately 0.45 acres, from Limited Business District (B-2) to Residential District (R-1)

General Location: Two (2) parcels totaling approximately 0.45 acres located in the Orange Blossom Estates subdivision, on the north side of Viburnum Drive, approximately 0.33 miles north of SR 66, and 3.37 miles east of US 27; the addresses being 1002 and 1004 Viburnum Drive, Sebring

PARCEL ID: C-24-35-28-040-0110-0360
C-24-35-28-040-0110-0370

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners concerning the Planning and Zoning Commission (P&Z):** Move to approve and adopt by Resolution, P&Z 2109, changing the Official Zoning Atlas for two (2) parcels totaling an approximate 0.45 acres from Limited Business District (B-2) to Residential District (R-1), 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 2109, changing the Official Zoning Atlas for two (2) parcels totaling an approximate 0.45 acres from Limited Business District (B-2) to Residential District (R-1), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the September 13, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER P&Z 2109 – PERRY AND DARA TAYLOR** Two (2) parcels totaling approximately 0.45-acres located in the Orange Blossom Estates subdivision, on the north side of Viburnum Drive, approximately 0.33 miles north of SR 66, and 3.37 miles east of US 27; the addresses being 1002 and 1004 Viburnum Drive, Sebring; and legally described as follows: Lots 36 and 37, Block 11, Orange Blossom Estates, Unit 4, according

to the Plat thereof as recorded in Plat Book 6, Page 44, of the Public Records of Highlands County, Florida.

The Applicant is requesting a zoning change from Limited Business District (B-2) to Residential District (R-1). Mrs. Hunnicutt read the request and Mrs. Culpepper presented the request. There were no letters received and no one spoke in favor 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 2109, changing the Official Zoning Atlas for two (2) parcels totaling an approximate 0.45 acres from Limited Business District (B-2) to Residential District (R-1), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 4-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of two (2) parcels totaling approximately 0.45 acres from B-2 to R-1.

The parcels are vacant of structures and native vegetation other than natural ground cover. The Applicants are proposing to rezone the properties for consistency with their future land use designation.

2. Notices to Surrounding Property Owners.

On July 15, 2022, and August 19, 2022, notices were mailed to 45 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	Vacant	Medium Density Residential (RM)	B-2
Adjacent Property to the North	Vacant	RM	B-2
Adjacent Property to the South	Vacant	RM	R-1
Adjacent Property to the East	Vacant	Public/Quasi-Public Facility and Institutional Lands (P)	Public and Quasi-Public Lands District (PU)

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the West	Vacant	RM	B-2

4. Applicable References:

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

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.211: Residential District (R-1) and Section 12.05.241: Limited Business District (B-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.

Florida Department of Health: No objection.

2. The following Departments, Divisions, and Agencies offered no comment: Highlands County Engineering and Highlands County Natural Resources.

3. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Environmental Protection, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

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 mostly level with an elevation between 95 and 100 feet.
2. **Soils:** The soil underlying the site is *Basinger, St. Johns, and Placid.* This soil is nearly level, poorly drained or very poorly drained, sandy soil. Limitations on urban uses can be remedied with drainage control.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation other than natural ground cover.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant.

2. **Vested Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of B-2.
4. **Proposed Zoning Designation:** The proposed zoning designation is R-1.
5. **Current Population Yield:** The current zoning does not allow residential development.
6. **Proposed Population Yield:** The proposed zoning allows up to 1 dwelling unit per parcel. The parcel would currently carry a potential population yield of 4 persons; 1 x 2 parcels = 2 dwelling units; 2 dwelling units x 2.25 persons = 4.5 persons.
7. **The Applicant's proposed development program:** The proposed rezoning would make the parcel's zoning consistent with their Future Land Use designation. The Applicant is proposing to use the site for single-family residences.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Cutthroat Grass Seep. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is 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 **12055C0236C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within a MAZ.
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 on-site potable water system (well) that will be designed to connect to a central potable water system when it becomes available.
2. **Central Wastewater:** The property will be served by an on-site wastewater treatment system (septic) that will be designed to connect to a central wastewater treatment system when it becomes available.

3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The parcels have direct access onto Viburnum Drive.
5. **Railroad Access:** The parcels do not have direct railroad access.
6. **Recreation:** This proposed rezoning will permit the development of the parcels with two single-family residences. Existing recreation facilities are available to serve such development.
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 not** required at the time of development.

F. **Schools:** This proposed rezoning will permit the development of the parcels with two single-family residences. Existing school facilities are available to serve these parcels.

G. **Airports:** The subject property is located approximately 12.3 miles southeast of the Avon Park Executive Airport and 8.0 miles southwest 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 2109, changing the Official Zoning Atlas for two (2) parcels totaling an approximate 0.45 acres from Limited Business District (B-2) to Residential District (R-1), 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: Zoning Map
Exhibit 5: Proposed Zoning Map

Exhibit 1:

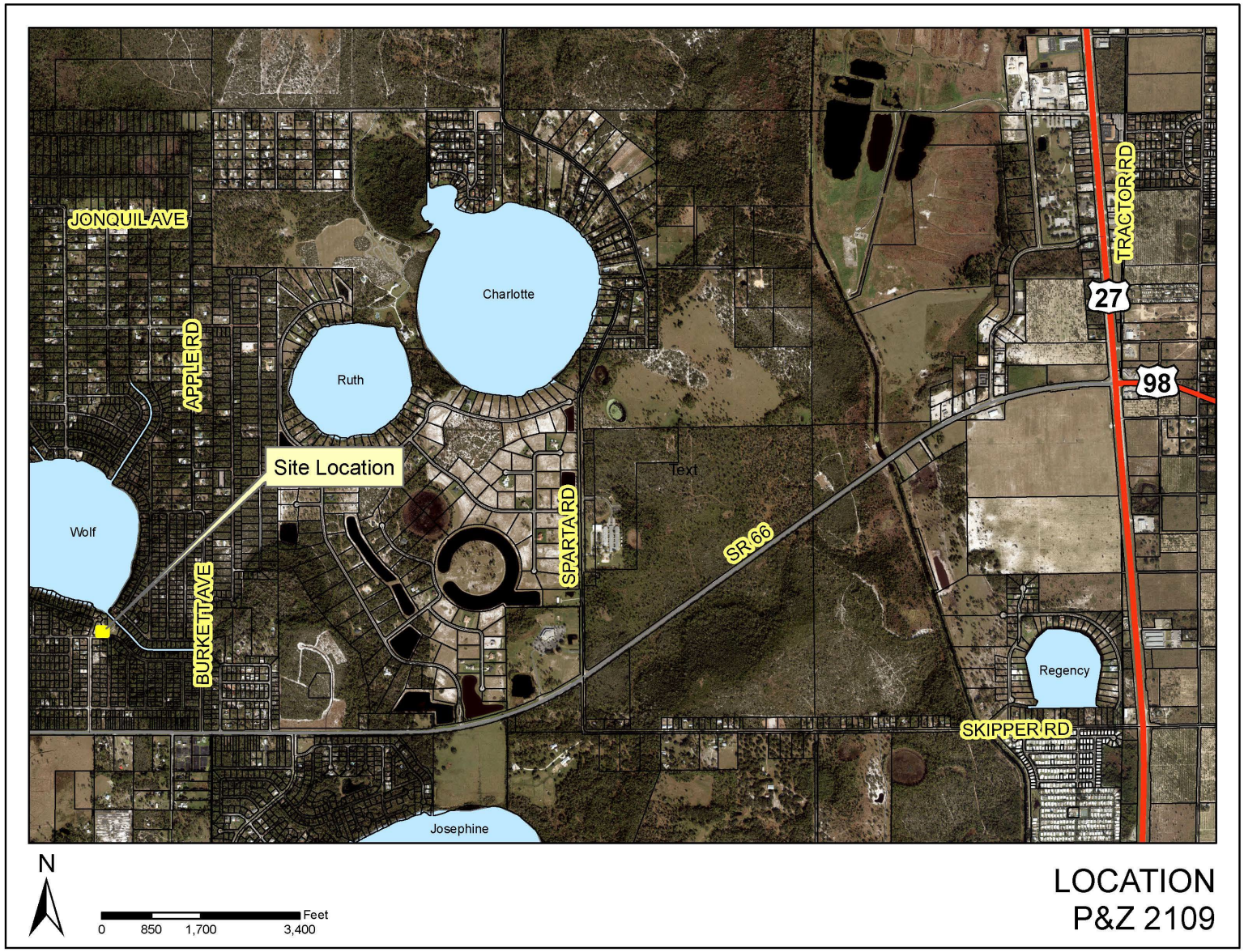
JONQUIL AVE
APPLE RD
Charlotte
Ruth
Site Location
Wolf
BURKETT AVE
SPARTA RD
Text
SR 66
TRACTOR RD
27
98
Regency
SKIPPER RD
Josephine
N
0
850
1,700
3,400
Feet
LOCATION
P&Z 2109

Exhibit 2:

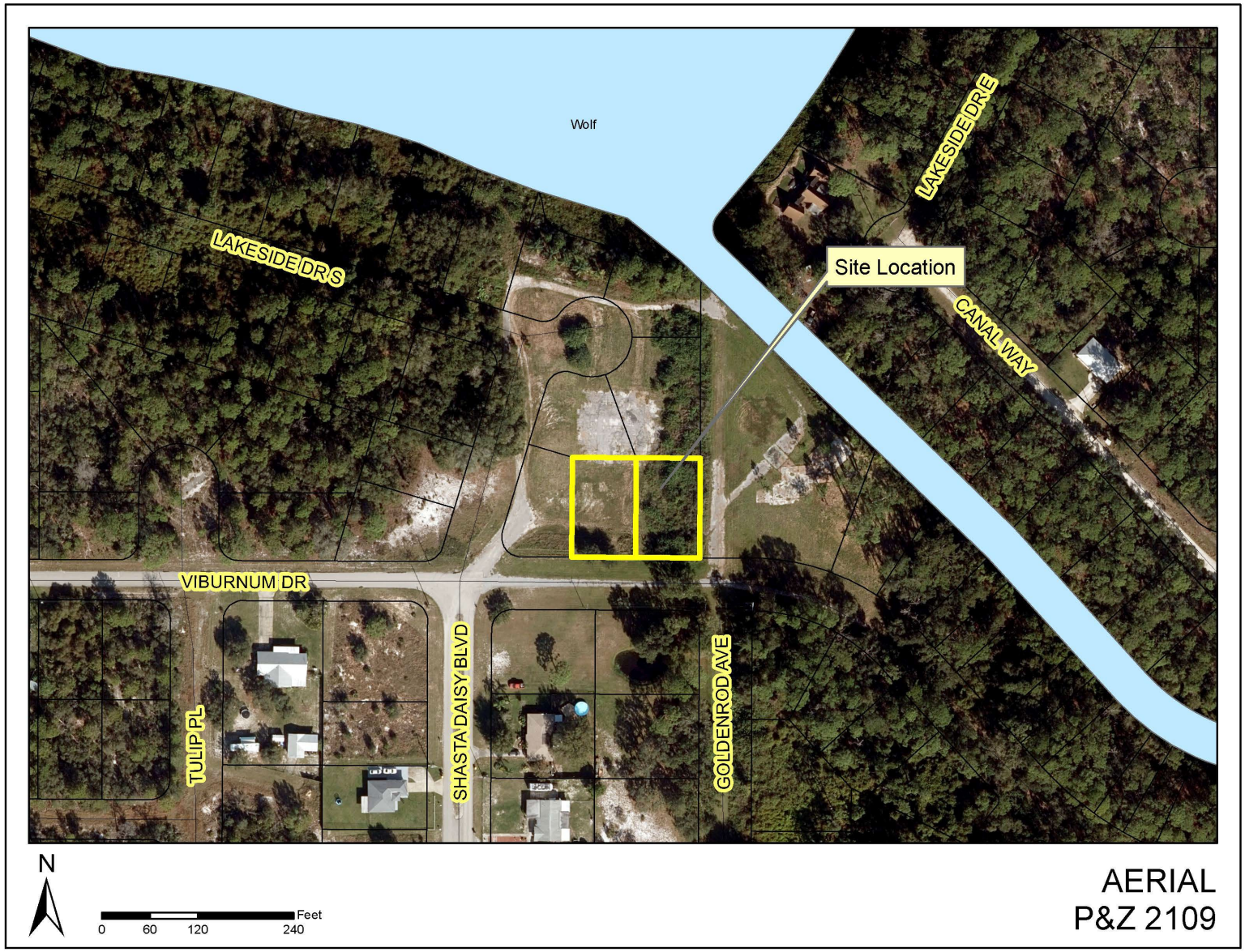
Wolf
LAKESIDE DR S
LAKESIDE DR E
Site Location
CANAL WAY
VIBURNUM DR
TULIP PL
SHASTA DAISY BLVD
GOLDENROD AVE
N
0
60
120
240
Feet
AERIAL
P&Z 2109

Exhibit 3:

Wolf
LAKESIDE DR S
LAKESIDE DR E
CANAL WAY
Site Location
VIBURNUM DR
TULIP PL
SHASTA DAISY BLVD
GOLDENROD AVE
RM
P
AG
N
0 60 120 240 Feet
FUTURE LAND USE
P&Z 2109

Exhibit 4:

Wolf
LAKESIDE DR S
LAKESIDE DR E
CANAL WAY
Site Location
VIBURNUM DR
TULIP PL
SHASTA DAISY BLVD
GOLDENROD AVE
R1
B2
PU
N
0
60
120
240
Feet
ZONING
P&Z 2109

Exhibit 5:

Wolf
LAKESIDE DR S
LAKESIDE DR E
CANAL WAY
Site Location
VIBURNUM DR
TULIP PL
SHASTA DAISY BLVD
GOLDENROD AVE
R1
B2
PU
N
0 60 120 240 Feet
PROPOSED ZONING
P&Z 2109

Highlands County, Florida
Zoning Change Application

Zoning change from: B 2
Zoning change to: R 1

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 # 22060005

P&Z Hearing Number: 2109 **Date of Application:** 6/13/2022
Amount of Fee: $ 1,950.00 **Receipt No.:** 4500001289 **Tax Map No.:** 50-D
Hearing Dates: LP: _____ **P&Z:** 8/9/2022 **BCC:** 9/20/2022

****

This application has been reviewed for completeness and determined sufficient:

Zoning Supervisor _____ Date 6/13/2022

****

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: Perry Taylor
   Mailing Address: 2014 Quinn Ave. Sebring, FL 33875
   Telephone No.: 863-381-0888 **E-Mail Address:** ptaylorter@gmail.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: _____
   Mailing Address: _____
   Telephone No.: _____ **E-Mail Address:** _____

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. 1) Orange Blossom Est Unit 4 PB 6 - PG 44 Lot 36 BLK 11.
   2) Orange Blossom Est Unit 4 PB 6 - PG 44 Lot 37 BLK 11

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-24-35-28-040-0110-0370 **STRAP #:**C-24-35-28-040-0140-0360
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 1002 Viburnum Dr. Sebring, FL 33875. 2) 1004 Viburnum Dr. Sebring, FL 33875

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** B2 **Existing Land Use Classification:** RM
Are the Zoning and Comprehensive Plan Consistent? ☐Consistent ☑Not Consistent

7. **Existing Property Information:** Size of Property (width) 80 (x2) feet, (depth) 125 (x2) feet, street frontage 80 (x2) feet, water frontage N/A feet, **Total acres** 0.23 per lot 0.46 Total/
If different from the total acreage, the upland, or developable portion is _____ +/- acres.

8. **Are there existing structures on the property?** ☐Yes ☑No **If Yes,** what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____

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

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ☑No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☑Yes ☐No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: V-91-002, -003

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	Vacant	RM	B2
South	Vacant	RM	R1
East	Vacant	P	PU
West	Vacant	RM	B2

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Change from B2 to R1 has to be consistant with the area

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** One dwelling unit per property

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 _____ divided by Parcel size _____ = FAR _____%

Approx. 450% Far/lot - TBD

****

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 _____ 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 _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

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

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

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

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 _____ 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 _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

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

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

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

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

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

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

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

20. **Solid Waste Disposal:** The proposed development will be served by the Waste Connections 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: _____

    _____

    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 _____.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

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

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

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

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

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ☐**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ☐**No**

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

RESOLUTION NO. 21-22-186

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-24-35-28-040-0110-0360 AND C-24-35-28-040-0110-0370; 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-24-35-28-040-0110-0360 and C-24-35-28-040-0110-0370 (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-24-35-28-040-0110-0360 and C-24-35-28-040-0110-0370 and more particularly described as:

> Lots 36 and 37, Block 11, Orange Blossom Estates, Unit 4, according to the Plat thereof as recorded in Plat Book 6, Page 44, of the Public Records of Highlands County, Florida.

is hereby changed from Limited Business District, B-2, to Residential District, R-1.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Residential District, R-1.

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 2109, 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 adoption.

(Signatures on Next Page)

DONE AND ADOPTED, this 20th day of September 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

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

SUBJECT/TITLE: **Request appointment of two (2) regular voting members to the Highlands County Planning and Zoning Commission acting as the Local Planning Agency and Board of Adjustment.**

STATEMENT OF ISSUE

There are currently two (2) vacancies for regular voting members on Planning and Zoning Commission acting as the Local Planning Agency and Board of Adjustment. With the goal of having representation from a vast range of backgrounds and experience related to development and relevant County land use categories, County staff determined that it would be in the best interest of the County to appoint one (1) individual having experience with Special Districts and one (1) individual having experience in the agricultural industry.

Applications (attached hereto) were received from the following citizens:
Jackson Campbell, Fire Student & EMT
Salvador Castro, Citizen (Did not list employment)
Emma Ezell, Agriculture
Lance Giller, Manufacturing
Valerie Laurence, Accounting
Kamla Long, Real Estate & Ministry Leader
Christine Lopez, Real Estate
Douglas J. Miller, Jr., Agriculture
Sara Pipal, Real Estate
Christopher A. Shoemaker, Special Districts
Frank Youngman, Agriculture

After reviewing all of the applications submitted, County staff recommends Chris Shoemaker as the voting member having Special District experience and Emma Ezell as the voting member having experience in the agricultural industry.

RECOMMENDED ACTION

Move to appoint (TBD by BOCC) and (TBD by BOCC) as Regular Voting Members of the Highlands County Planning and Zoning Commission acting as the Local Planning Agency and Board of Adjustment.

FISCAL IMPACT

No fiscal impact.

Attachments: Committee Application_Campbell.pdf

Committee Application_Castro.pdf
FW_ Committee Application_ezell.pdf
Committee Application{_Giller.pdf
FW_ Committee Application_Laurence.pdf
Committee Application{_Long.pdf
Committee Application_ Lopez.pdf
Committee Application_Miller.pdf
Committee Application_Pipal.pdf
Committee Application_shoemaker.pdf
Committee Application_youngman.pdf
P_Z_Ranking_form.SGS FINAL.docx

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application
Date: Sunday, June 19, 2022 7:24:59 PM

[**CAUTION:** External Message*]

Name = Jackson Campbell
Address = 6808 County Rd 17 S
City = Sebring
State = FL
Zip_Postal_Code = 33876
Phone = 9545297344
Email = acepilotjdc@gmail.com
Request = Board of Adjustment / Planning & Zoning Commission
Request = Natural Resources Advisory Commission
Request = Recreation and Parks Advisory Committee
Membership Type = Advisory Only
Current Employment Experience: = Positive Medical Transport
-EMT 2021/current

Previous Employment Experience: = BLI
-Lead Worker Irrigation Services 2019-2021
USAV Volleyball Official
-2018/current
High School Volleyball Official
2017-2019
Coconut Creek Recreational Soccer Referee
- 2013-2017
High School = Monarch High School
College = Florida Atlantic University, Broward College, South Florida State College
Special Training: = NREMT certified since 2020
Activities & Interest: = I am currently doing the Fire Academy at South Florida State College and will be doing my paramedic class as well once my fire is complete. I have always been interested in Urban Design/Planning. I initially got accepted into the FAU Honors College for Environmental Engineering, however after reviewing the program I changed career paths. I am now getting into Urban Planning and Design, as well as the Economics/ Housing of cities and how to design cities of the future.
Current positions on boards, committees, elected offices, law enforcement positions: = N/A
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 21
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 174.58.41.23

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

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application
Date: Thursday, June 16, 2022 1:53:51 PM

[**CAUTION:** External Message*]

Name = Salvador Castro
Address = 545 Whatley Ct
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = 4079701966
Email = salvadormcastro@icloud.com
Request = Board of Adjustment / Planning & Zoning Commission
Request = Construction Licensing, Enforcement and Appeals Board
Request = Health Facilities Authority
Request = Hospital District Board
Membership Type = Regular Member
Current Employment Experience: = https://www.linkedin.com/in/castro-sal/
Previous Employment Experience: = Please review my LinkedIn page.
High School = Lecanto High School
College = University of Central Florida
Special Training: = Special Training
Activities & Interest: = Community engagement.
Current positions on boards, committees, elected offices, law enforcement positions: = None.
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 35
Race: = White
Race: = Hispanic or Latino
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.62.98.57

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

From: Barry, Rachel
To: Sauls, Leah M.
Subject: FW: Committee Application
Date: Thursday, August 25, 2022 1:25:22 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png

Please see Emma's application for the BOA and P&Z committees below.

Thank you,

Rachel Barry
Zoning Supervisor
Highlands County Board of County Commissioners
863-402-6640
rbarry@highlandsfl.gov
www.highlandsfl.gov
501 S. Commerce Ave., Sebring FL 33870

DISCLAIMER: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

This email is intended for zoning purposes only and shall in no way be construed as a final development determination for the properties referenced herein, nor shall it be construed as an exemption from any public hearing process or any other requirement set forth in the Highlands County Land Development Regulations or Code of Ordinances or under Florida law. The Zoning Division is unable to provide information on behalf other departments, and you are encouraged to contact each department individually who may have rules, regulations, or processes applicable to your request.

From: Drake, Michelle <mdrake@highlandsfl.gov>
Sent: Wednesday, August 17, 2022 10:33 AM
To: Barry, Rachel <rbarry@highlandsfl.gov>
Subject: FW: Committee Application

From: noreply=revize.com@turbo-smtp.info <noreply=revize.com@turbo-smtp.info> **On Behalf Of** noreply@revize.com
Sent: Friday, August 12, 2022 2:19 PM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Emma Ezell
Address = 1118 Sycamore St.
City = Lake Placid
State = Fl
Zip_Postal_Code = 33852
Phone = 863.465.1700
Email = reynolds.emmalee@gmail.com
Request = Board of Adjustment / Planning & Zoning Commission
Membership Type = Regular Member
Current Employment Experience: = I am currently the President of Triple R Ag Company Inc., a family owned and operated citrus caretaking operation. In my role I have to work with our landowners on a host of regulatory issues on the federal, state and local levels. I have been with the family since my college graduation in 2009. My job description has change over the years from tractor driver to project manager and more. The other role I hold with in the family unit is harvesting manager for The Reynzell Ag Company Inc.
Previous Employment Experience: = After high school and prior to college, I worked for Heartland National Bank in Sebring. A job I loved so much it helped influence my decision to seek a Business Finance degree. I always knew it would help lead me back home to Highlands County.
High School = Lake Placid High School
College = Florida Southern College
Special Training: = Special Training
Activities & Interest: = I am a mom, so whatever the kids are doing that is what I am doing too. When I am not attending their events, I enjoy being outside, in my garden or reading. The swimming is our favorite family activity, and we always have movie night on Fridays. I value our community as a whole so I try and be involved and volunteer when I can.
Current positions on boards, committees, elected offices, law enforcement positions: = President of the Highlands County Citrus Growers Assocation.
Vice Chair of Lakeview Christian School Board.
Secretary of the Lake Placid Citrus Growers Coop.
Natural Resources Advisory Council member
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age =
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 71.215.71.22

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

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application
Date: Thursday, June 16, 2022 5:31:03 PM

[**CAUTION:** External Message*]

Name = Lance Giller
Address = 8884 W Josephine Rd

City = Sebring
State = FL
Zip_Postal_Code = 33875-7213
Phone = 8633856000
Email = lancebekistan@gmail.com
Request = Board of Adjustment / Planning & Zoning Commission
Request = Tourist Development Council
Membership Type = Regular Member
Current Employment Experience: = Currently Unemployed
Previous Employment Experience: = I ran a small manufacturing company for nearly 29 years. I have also worked as a casino slots technician, waiter and tower technician.
High School = Sebring High School
College = None
Special Training: = Vertical Climbing and Rescue and some RF Safety
Activities & Interest: = Exotic Cats, IT, Video Games, Mind Training, Psychology and Physics
Current positions on boards, committees, elected offices, law enforcement positions: = None
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 45
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 67.208.195.67

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From: Drake, Michelle
To: Sauls, Leah M.; Culpepper, Melony; Barry, Rachel
Cc: Hurner, Laurie
Subject: FW: Committee Application
Date: Thursday, September 8, 2022 9:37:02 AM

FYI

From: noreply@revize.com <noreply@revize.com>
Sent: Wednesday, September 7, 2022 6:33 PM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Valerie Laurence
Address = 113 Murray CT NW
City = Lake Placid
State = FL
Zip_Postal_Code = 33852
Phone = 5182699442
Email = valerie0200@yahoo.com
Request = Board of Adjustment / Planning & Zoning Commission
Membership Type = Advisory Only
Current Employment Experience: = 7 Years Accounting
Previous Employment Experience: = Accounting
High School = Schalmont
College = SUNY Delhi
Special Training: = DIY-er
Activities & Interest: = I'd love to give some feedback as a property owner navigating the land development processes for both residential and industrial.
Current positions on boards, committees, elected offices, law enforcement positions: = N/A
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 38
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 174.211.111.109

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From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application
Date: Wednesday, July 6, 2022 4:26:22 PM

[**CAUTION:** External Message*]

Name = Kamla Long
Address = 2486 S Lake Letta Dr.,
City = Avon Park
State = FL
Zip_Postal_Code = 33825
Phone = 9413219222
Email = kamlalong@yahoo.com
Request = Board of Adjustment / Planning & Zoning Commission
Request = Construction Licensing, Enforcement and Appeals Board
Request = Highlands County Citizen Advisory Task Force
Request = Tourist Development Council
Membership Type = Regular Member
Current Employment Experience: = Currently in semi retirement.
Active Volunteer and learner.
Previous Employment Experience: = Ministry Leader/Director of Leadership Development - Bayside Community Church, Bradenton, FL. 2009-2021.
Licensed Florida Real Estate Sales Associate/Realtor -
New Home Sales Consultant for local, premier Builder/
General Real Estate Sales - Bradenton, FL. 2003-2009.
Business Owner/ Daycare and Preschool -
Ortonville, Michigan.1994- 2003
High School = High School - Holy Faith Convent, Trinidad, WI. 1976 to 1981
College = College - B.ED. University of Alberta, Canada. 1984 to 1988
Special Training: = Special Training - John Maxwell Coaching certification
Activities & Interest: = Active volunteering in church and community.
I enjoy meeting people and being a connector of people.
Historical Society of Avon Park member,
learning about the history and museum activities of Avon Park.
Heartland Cultural Alliance,
interested in bringing diversity and cultures together,
to be an encourager of relationship development.
Current positions on boards, committees, elected offices, law enforcement positions: = None at this time.
I met Eric Longshore and he encouraged me to apply for the public seat on the CLEAB board.
I am interested in local tourism and activities to promote Avon Park and Highlands County.

Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 56

Signature Certification: = Checked indicating Electronically Signed
Client IP = 172.58.173.57

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From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application
Date: Monday, August 1, 2022 10:01:45 AM

[**CAUTION:** External Message*]

Name = Christine Lopez
Address = 617 Cunningham Street
City = Lake Placid
State = Florida
Zip_Postal_Code = 33852
Phone = 863-443-4957
Email = clopez@bhhsflpg.net
Request = Affordable Housing Advisory Committee
Request = Board of Adjustment / Planning & Zoning Commission
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = I currently work for Berkshire Hathaway HomeServices Florida Properties Group as the Market President for the Highlands county offices. I have been a realtor for the last five years.
Previous Employment Experience: = My previous employment experiences include working for the Highlands County School Board as a IDEA clerk, I worked for Highlands Independent Bank as a Loan Processor and I worked for a bank called TIB Bank as a teller.
High School = High school diploma/ Key West High School
College = College
Special Training: = Special Training
Activities & Interest: = Some of my interests would be marketing, coaching others in real estate, volunteering and community involvement. The activities I enjoy are being on the lakes fishing and spending time with family.
Current positions on boards, committees, elected offices, law enforcement positions: = None
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 40
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 96.94.6.197

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From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application
Date: Tuesday, June 28, 2022 11:20:44 AM

[**CAUTION:** External Message*]

Name = Douglas J Miller Jr
Address = 8020 County Road 635
United States
City = Sebring
State = FL
Zip_Postal_Code = 33875
Phone = 8632735253
Email = doug@legacyproduceinc.com
Request = Board of Adjustment / Planning & Zoning Commission
Membership Type = Regular Member
Current Employment Experience: = Self-employed
Produce Salesman
6 years
Legacy Produce Inc
8020 County Road 635
Sebring, FL 33875
863-273-5253

Previous Employment Experience: = Mack Farms/McMelon
Produce Salesman

Reiter Affiliated Companies
Strawberry/Blueberry Production Manager

Lipman Family Farms
Produce Salesman
High School = High School
Sebring High School
College = College
Abraham-Baldwin Agriculture College
Special Training: = Special Training
Activities & Interest: = Coaching Baseball
Showing Beef Cattle
Raising Show Cattle
Beef Cattle Genetics
Time spent with family
Current positions on boards, committees, elected offices, law enforcement positions: = Past
Farm Bureau Board Member and President
Dixie Youth Baseball Board Member
Relation = Yes
Relative Name: = Thomas Andrews
Cody Miller

Relationship: = uncle and brother
Conviction = No
Gender = Male
Disabled = No
Age = 42
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 4.36.112.46

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From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application
Date: Friday, April 29, 2022 9:16:20 AM

[**CAUTION:** External Message*]

Name = Sara Pipal
Address = 20 Quail Roost Rd
City = Lake Placid
State = FL
Zip_Postal_Code = 33852
Phone = 612-404-8116
Email = spipal@bhhsflpg.com
Request = Affordable Housing Advisory Committee
Request = Board of Adjustment / Planning & Zoning Commission
Membership Type = Regular Member
Current Employment Experience: = Current Affiliations:
Team Leader - The Pipal Group BHHS Florida Properties Group
Broker Associate with BHHS Florida Properties Group
2022 - President Elect - Heartland Association of Realtor

Committees:
Government Affairs, Diversity & Community Outreach, MLS, Education.

Previous Employment Experience: = Director of the Heartland Association
Chair for the At Home with Diversity and Community Outreach Committee
Chair for the MLS Committee
Managing Broker for Coldwell Banker Highlands Properties

High School = I have been licensed as a Broker in NC, MN and Florida
College = College
Special Training: = Designations: GRI, AHWD, SRS
Activities & Interest: = When I am not working, I spend my time with family and travelling with my husband.
Current positions on boards, committees, elected offices, law enforcement positions: = 2022 - President Elect - Heartland Association of Realtor
2016-2018 and 2020-2021 - Director Heartland Association of Realtors
2019 - Director Minneapolis Association of Realtors

Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 55
Race: = White
Signature Certification: = Checked indicating Electronically Signed

Client IP = 96.94.6.197

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From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application
Date: Wednesday, April 27, 2022 2:26:19 PM

[**CAUTION:** External Message*]

Name = christopher a shoemaker
Address = 3700 vilabella drive
City = sebring
State = fl
Zip_Postal_Code = 33872
Phone = 239.600.3517
Email = cshoemaker@snldistrict.org
Request = Board of Adjustment / Planning & Zoning Commission
Membership Type = Regular Member
Current Employment Experience: = Sun N' Lake Improvement District General Manager 10/21- present

Licenses, Certifications and Training
Drinking Water Treatment Plant License Level C
Wastewater Treatment Plant License Level D
Certified District Manager, Florida Association of Special Districts (FASD)
FASD Legislative and Strategic Planning Committees
2019 District Manager of the Year (FASD)
Henderson Franklin Employment Law Seminar 2018 & 2019

Previous Employment Experience: = GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT 6/2016 – 9/2021
UTILITY MANAGER / DISTRICT MANAGER
Responsible for the operation and maintenance of the CDD's roads and streetlights, landscaping and irrigation, recreation and stormwater management system.
Direct capital improvement plan, budget development and management of a $7.5 million capital and operation budget
Worked with consultant to develop and implement a fair and equitable Assessment Methodology to replace the original assess
High School = Clearwater High School, Clearwater Florida
College = Florida State University
Special Training: = Water/Sewer/Stormwater Utilities
Activities & Interest: = Served as alternate on the Board of Adjustment/P&Z previously. I have been working in Fort Myers for the last five years as District Manager for the Gateway Community Development District. Worked for Lykes Bros. , Inc. for 9 years as utility manager. Committee Staff, Select Committee on Growth Management, Florida House. Support Horses for the Handicapped and the Ridge ARC for years. Served on the United Way Community Investment Team. Graduate Leadership Highlands. Like to fish, hike and bike,
Current positions on boards, committees, elected offices, law enforcement positions: = none
Relation = No
Relative Name: =
Relationship: =
Conviction = No

Gender = Male
Disabled = No
Age =
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 50.254.214.25

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From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application
Date: Monday, June 13, 2022 11:05:13 AM

[**CAUTION:** External Message*]

Name = Frank Youngman
Address = 1229 CR-29
City = Lake Placide
State = FL
Zip_Postal_Code = 33852
Phone = 8634411164
Email = frank@floridagrovehedgers.com
Request = Board of Adjustment / Planning & Zoning Commission
Current Employment Experience: = Owner/Operator Florida Grove Hedgers
Owner/Operator Florida Grove Manufacturing
Owner/Operator Bear Hollow Citrus

Previous Employment Experience: = IAD Capital Corp. Project Manager
Lake Placid, FL

Citrus Hedging Operator
Labelle, FL

High School = Lake Placid High School
College = College
Special Training: = Special Training
Activities & Interest: = Owner of a 400 acres Citrus Grove
Owner of a 200 acres Cow/Calf ranch
Current positions on boards, committees, elected offices, law enforcement positions: = Florida Farm Bureau Water, Board Member
Highlands County Farm Bureau, Board Member
Highlands County Citrus Growers, Board Member

Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 56
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 71.215.120.202

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

Planning & Zoning Commission
regular voting member positions
(September 2022)

Ranking	Name	Background
	Jackson Campbell	Fire Student & EMT
	Salvador Castro	Citizen, Did not list Employment
	Emma Ezell	Agriculture
	Lance Giller	Manufacturing
	Valerie Laurence	Accounting
	Kamla Long	Real Estate & Ministry Leader
	Christine Lopez	Real Estate
	Douglas J. Miller, Jr.	Agriculture
	Sara Pipal	Real Estate
	Christopher A. Shoemaker	Special Districts
	Frank Youngman	Agriculure

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

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

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of September 14, 2022.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

Attachments: COUNTY ATTORNEY LOG 2.docx

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 7	Sarah Albritton	Lincoln Heights Park Lease Agreement	MR-Under review
2	Priority 4	Clinton Howerton	Lot Splitting	SS-under review
3	Priority 4	Ingra Gardener	Non-profit Criteria/Applications/policies	MR/SS- Under review & collecting info
4	Priority 4	Ingra Gardner	Local Housing Assistance Plan	SS-Under review
5	Priority 7	Leah Sauls	Community Planning Technical Assistance	MR-Under review
6	Priority 7	Bob Diefendorf	Clean Harbors	SS-Under review
7	Priority 7	Casey Hartt	Madden Media Contract	MR-Under review
8	Priority 4	Lance Marine	RPAC Funding Agreements	MR-Under review
9	Priority 4	Jeff King	USF Agreement	SS-Under review
10	Priority 4	Vickey Linsinbigler	Dedication of Easement Process/Forms	SS-Under review
11	Priority 4	Jeff King	Salesforce & GIS Web Tech	MR-Under review
12	Priority 4	Lori Kinkley	MuchPR Agreement	MR-Under review
13	Priority 4	Lori Kinkley	Visit Sebring Travel Guide Agreement	MR-Under review
14	Priority 4	Tanya Cannady	CLA Contract	SS-Under review

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

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

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report.**

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of September 8, 2022.

RECOMMENDED ACTION

This information is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Status - Project Updates (FINAL) 09.20.2022.pdf
Status - Commissioner's Priorities (FINAL) 09.20.2022.pdf

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
2	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
3	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension PROJECT	FINISHED	Project Completed	Completed
4	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	11/08/22
5	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	11/08/22
6	Engineering	Heron St. Roadway Improvements - Project #18007	Construction began 01/06/2022	Construction Final Completion	01/06/23
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	Construction NTP issued on 7/5/2022	Mobilization for construction	09/01/22
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Construction began 02/01/2022 - On Schedule	Construction Final Completion	10/15/22
9	Engineering	19016 Sun N Lake Sidewalk -LAP project	100% Design underway	Approval of BID documents	Ongoing
10	Engineering	Arbuckle Creek Road Turn Lane - Project #16002	Construction began 4/11/22 - On Schedule	Paving and paint striping was completed 8/1/2022. Light poles are delayed due to inventory shortage until October of 2022.	Ongoing
11	Engineering	17034 Memorial Drive MUP -LAP project	100% Design underway	FDOT approval of plans	Ongoing
12	Solid Waste	New Cell Expansion - Project No. 21078	Recommendation for award for RFP	Award Contract for design/permitting	Ongoing
13	Solid Waste	Arbuckle Landfill Borrow Pit - Project No. 20045	Responding to Requests for additional information from SFWMD and FDEP. Reports submitted on required environmental studies conducted.	Finalize permits and plans to prepare for RFP on construction. US Fish & Wildlife Eagle Nest Take Permit obtained 8/9/2022.	Ongoing
14	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing
15	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. As part of the ARPA funding allocation $4.5M will be put toward broadband infrastructure. An RFP will be out soon and open for 2-months. In the meantime we have started on a marketing campaign to push the mapping and speed test from DEO's Office of Broadband. This will be critical in defining the eligible areas where we are allowed to spend the APRA funds and being able to apply for future funding.	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
16	Economic Development	Broadband/ Highspeed Internet	Actively working with IT. Spring Lake returned the ARPA Funds as other funding became available.	To monitor Office of Broadband and State initiatives	Ongoing
17	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units and 1 chassis re-mount on order. 1 Air/Light unit on order. We are awaiting ETA's on delivery of the rescues due to supply chain issues and chassis delays. Construction and planning continues on Fire Stations 20 and 36 along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
18	Capital Project Manager	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Animal shelter layout is complete. Still pending septic design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
19	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Staff held a community round table on the topic of what kind of facility is needed in the County. Groups from around the County are encouraged to submit their suggestions via email, if they were not in attendance.	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	The requested changes to FS155.40 did not make it through the legislature process. Rep. Tuck said she will take it through the next cycle as a single county item vs. a statewide change.	Met with the new CEO of Highlands Regional, and brought him up to speed. Follow the progress of the bill through the State Session. Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring, which has started and should finish by Summer 2022.	All testing and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake have been completed. Sebring hydraulic modeling is the last part to be completed by Summer 2022.	Summer 2022
Priority 3	Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	The General Fund unassigned fund balance at September 30, 2021 is 4.26 months	OMB will be presenting a plan for millage reduction in the upcoming budget process	Complete
Priority 4	Leah Sauls	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination. Sites approved for Lake Placid, Sebring, and Avon Park.	Lake Placid, Sebring and Avon Park sites are all open full schedule to the public.	Complete
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs. SRF Loan Application approved. RFP for consultant to perform study in process.	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

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

SUBJECT/TITLE: **Correction of scrivener's error in Memorandum of Understanding between University of Florida and Highlands County, approved by Highlands County on July 19, 2022.**

STATEMENT OF ISSUE

Highlands County and the University of Florida began the process of revising the contract for Extension Services in early 2021, hoping that the first year under the new process would be October 1, 2021- September 30, 2022. Unfortunately, the delay in negotiating the new format caused a shift in the start date and the date range set forth in Section 5.1, was not revised accordingly. The attached Agreement is fully executed and contains the corrected date in Section 5.1

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

Attachments: UF.HC.Faculty Staff MOU_Rev. 9.13.22

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "AGREEMENT") is made and entered into by and between Highlands County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the University of Florida Board of Trustees, a public body corporate of the State of Florida (hereinafter "UNIVERSITY"), (hereinafter, when referred to individually as "Party" or collectively as "Parties."

WITNESSETH

WHEREAS, under the laws of the State of Florida and the Smith-Lever Act of May 8, 1914 (38 Statute 372), the University of Florida, through its Cooperative Extension Service (Extension), is charged with disseminating the latest knowledge and applicable technologies in agriculture, human and natural resources, and the life sciences to the public in order to sustain and enhance the quality of human life in the State of Florida; and

WHEREAS, this function is performed through the Florida Cooperative Extension Service, a partnership between state, federal, and county governments, that includes extension faculty members, scientists, educators, administrative staff, and volunteers working cohesively throughout Florida's 67 counties; and

WHEREAS, UNIVERSITY is responsible for planning and implementing educational programs for agriculture producers, families, homeowners, and young people within the County; and

WHEREAS, said programs will be developed and implemented in the County by Extension Faculty employed by UNIVERSITY, with support from COUNTY, to work directly with local advisory committees and Extension Personnel; and

WHEREAS, the Extension Faculty will use appropriate Extension Personnel from the University of Florida and the County and educational methods including the program development process, area subject matter information and other materials or methods as deemed necessary by Extension Faculty in various program areas to conduct the aforesaid education programs.

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

PURPOSE

The Florida Cooperative Extension Service was established as an integral part of the Institute of Food and Agricultural Sciences (IFAS), University of Florida, for the purpose of extending non-biased, research-based educational information from the University to the people of the State of Florida on subjects related to agriculture, horticulture, water quality and quantity, natural resources and the environment, energy, family and consumer sciences, community development, 4-H youth development, and other programs deemed necessary. The Florida Cooperative Extension Service makes the finding of research in these areas available to the people of Florida through the UF/IFAS Extension Service in partnership with Boards of County Commissioners in Florida.

To ensure that educational programs meet the needs of local clientele, and comply with Section 1004.37 of the Florida Statutes, it is essential that the UNIVERSITY and the COUNTY identify respective responsibilities.

This AGREEMENT establishes the respective responsibilities of UNIVERSITY, through UF/IFAS Extension Service (collectively referred to as UNIVERSITY), and the COUNTY. The purpose of this AGREEMENT is to specify terms under which each, UNIVERSITY and COUNTY, will contribute to personnel, educational, technical, and research information to Extension in the County.

ARTICLE 1. DEFINITIONS

1.1 **Board.** The Board of County Commissioners of Highlands County, Florida.

1.2 **County Administrator.** The administrative head of COUNTY appointed by the Board.

1.3 **County Attorney.** The chief legal counsel for COUNTY appointed by the Board.

1.4 **County Extension Director or "CED."** The employee of UNIVERSITY responsible for the administration of the County Extension Services and the administrative contact for the Programs described herein.

1.5 **District Extension Director or "DED."** The District Director for the Florida Cooperative Extension Service responsible for the supervision of the County Extension Director.

1.6 **Extension Education Building.** The County-owned building located on the Premises described herein for UNIVERSITY to provide the Extension Services under this AGREEMENT.

1.7 **Extension Faculty.** The employees of UNIVERSITY responsible for providing the Extension Services including, but not limited to, research, teaching, and program management for the Programs described herein.

1.8 **Extension Services.** The Programs, events, and other activities described herein.

1.9 **Extension Specialists.** The Faculty of UNIVERSITY at Assistant, Associate, or Full Professor level with at least 30% assigned Extension FTE (Full Time Equivalent) who generate research-based information and translate it to solve problems or address issues in agriculture, horticulture, water and natural resources, family and consumer sciences, and youth development.

1.10 **Extension Staff.** The employees of UNIVERSITY responsible for administrative support staff services for the Extension Services described herein.

1.11 **Premises.** The Extension Education Building, grounds and the parking area located at 4509 George Boulevard, Sebring, Florida 33875.

1.12 **Program County Extension Agent.** The employees of COUNTY or other non-UF entity responsible for providing the Extension Services as described herein.

1.13 **Programs.** The various educational programs and services provided by UNIVERSITY for homeowners, residents, businesses, youth, commercial industry associations, and community groups as part of the Extension Services provided under this AGREEMENT.

1.14 **Subcontractor.** A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof approved by COUNTY to provide any of the Extension Services for UNIVERSITY under this AGREEMENT. The term Subcontractor excludes any independent contractors/vendors who come onto the Premises to make deliveries of any goods for, or relating to, the Extension Services, or such persons who collaborate with Extension Faculty to provide any portion of the Programs under the Extension Services for adults.

ARTICLE 2. GOALS AND OBJECTIVES

2.1 Plan, develop, implement, teach, evaluate, and report non-biased, research-based public educations programs targeting the County's citizens and citizen groups (e.g., agricultural and horticultural producers, homeowners, businesses, youth, commercial industries and their associations, community groups, local governments).

2.2 Develop and distribute creative works and educational materials to the community.

2.3 Develop and sustain partnerships with community agencies and leaders, businesses, media and the public.

2.4 Extend educational training through volunteer systems.

ARTICLE 3. RESPONSIBILITIES

The responsibilities of COUNTY and UNIVERSITY relating to the Extension Services provided under the AGREEMENT shall be as set forth below:

3.1 With respect to hiring Extension Faculty and Extension Staff:

3.1.1 UNIVERSITY shall be solely responsible for filling vacancies in positions of Extension Faculty and Extension Staff; however, nothing shall preclude the UNIVERSITY from consulting with the COUNTY related to the filling of vacancies in positions. This excludes hiring of the County Extension Director (CED) who shall be hired in accordance with section 3.1.4.

3.1.2 UNIVERSITY will establish minimum employment requirements and qualifications for Extension Faculty and Extension Staff.

3.1.3 UNIVERSITY will recruit, interview and screen candidates for employment as Extension Faculty and Extension Staff.

3.1.4 UNIVERSITY will recommend qualified applicants to the COUNTY for appointment of the CED in accordance with the provisions of Section 1004.37, Florida Statutes.

3.1.5 With respect to salaries of Extension Faculty:

3.1.5.1 UNIVERSITY will determine the total amount of the starting base salary of Extension Faculty.

3.1.5.2 The UNIVERSITY shall be responsible for paying its respective portion of all salaries and fringe benefits for Extension Faculty which is not covered by the COUNTY as set forth in **Exhibit "A"** attached hereto.

3.1.6 With respect to salaries of Extension Staff:

3.1.6.1 UNIVERSITY will determine the total amount of the starting base salary of Extension Staff.

3.1.6.2 The COUNTY shall be responsible for paying 100% of salaries and fringe benefits for Extension Staff as set forth in **Exhibit "A"** attached hereto.

3.2 Responsibilities of UNIVERSITY:

3.2.1 Through the CED, prepare, submit, and participate in the annual budget process as requested by the County Administrator or designee for the County's share of funds for salaries and fringe benefits, including but not limited to, cost of living, merit, bonuses, higher education, rank promotion and other salary increases, as well as other operating expenses as set forth in **Exhibit "A"**.

3.2.2 Provide in-service training for Extension Faculty and provide funds for official travel to such training.

3.2.3 Provide a staff of state Extension Specialists to train Extension Faculty in current technology and assist Extension Faculty in the conduction of education programs in these areas.

3.2.4 To the extent the UF/IFAS Extension budget will allow, provide Extension Faculty with official Extension stationery and envelope templates, postage, educational material content, and an account to access the IFAS computer network and software.

3.2.5 Develop and administer a personnel management plan for all Extension Faculty and Extension Staff, including the CED, pursuant to UNIVERSITY policy. Extension Faculty's performance will be evaluated by the CED and District Extension Director (DED). The DED will evaluate the CED's performance in consultation with the County Administrator or designee. Extension Staff evaluations will be managed by the CED.

3.2.6 Provide general administrative and supervisory leadership for Extension programs and personnel, in compliance with UNIVERSITY personnel and administrative policies and procedures, plus state and federal Affirmative Action and Equal Employment Opportunity requirements.

3.2.7 Develop and maintain a County Advisory Committee system using UNIVERSITY practices and procedures related to advisory committees to ensure that Extension programs are based on the needs and priorities of the people in the County.

3.3 Responsibilities of COUNTY:

3.3.1 With respect to Extension Faculty and Extension Staff, COUNTY shall:

3.3.1.1 Pay the agreed compensation to the UNIVERSITY as more specifically set forth in **Exhibit "A"** attached hereto.

3.3.2 With respect to Management and Administration, COUNTY shall:

3.3.2.1 Review and consider the annual departmental budget requests from UNVIERSITY, submitted during the regular annual budget process, and act thereon as COUNTY, through its County Administrator deems appropriate.

3.3.2.2 Provide operational expenses as more specifically set forth in **Exhibit "A"**.

3.3.2.3 Provide office and teaching space.

3.3.2.4 Coordinate computer network access with UNIVERSITY to ensure that the office and teaching space provided by the County has access to computer internet resources.

3.4 General Management and Administration Provisions:

3.4.1 UNIVERSITY will establish Extension Office hours of operation and holiday calendars.

3.4.2 UNIVERSITY shall be solely responsible for the policies regarding leave accrual, leave balances and administering leave, including annual, sick, civil, holiday and military leave and regarding payment of unused annual and sick leave upon separation.

3.4.3 With respect to broad program authorization, all Extension programs within the County are subject to COUNTY authorization and approval. Substantive program changes (additions, deletions, etc.) are subject to COUNTY approval prior to implementation.

3.4.4 The County Administrator and the CED will work together to ensure that the programs and activities chosen for Highlands County are appropriate.

3.4.5 The Parties' respective involvement in funding multi-county agent appointments will be negotiated on a case-by-case basis.

3.4.6 The CED is responsible for operating this Extension Office in the County under the direction of the UNIVERSITY's Dean of Extension or designee; however, the County Administrator must be kept fully informed of all Extension Office operations through a process established by the CED and County Administrator.

3.4.7 The County Administrator and the CED will work together to ensure that the programs and activities chosen for Highlands County are appropriate.

3.4.8 Extension Faculty are professional employees exempt from the provisions of the Fair Labor Standards Act. The Professional Scheduling Policy and Procedures established by the UNIVERSITY will apply to Extension Faculty.

3.4.9 Extension Faculty will be permitted to charge appropriate fees for Extension programs. These fees will be retained by UNIVERSITY for use in program support in accordance with UNIVERSITY policy.

3.4.10 With UNIVERSITY's prior approval, COUNTY may assign Extension Faculty and Extension Staff emergency response duties in their County Continuing Operations Plan (COOP), e.g., agriculture-related assessments, statewide ES17 assignments, providing educational training materials to the public and targeted audiences, and other duties as needed for Extension related emergency duty assignments. Coordination will be made through the CED or designee.

3.4.10.1 Extension Faculty and Extension Staff assigned to work during a Local State of Emergency, as declared by Highlands County Board of County Commissioners, may be entitled to additional pay or other benefits, to which COUNTY will be solely responsible to fund.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 This AGREEMENT shall commence on October 1, 2022 ("Effective Date") and shall continue through September 30, 2027 ("Term"), unless terminated earlier or extended as provided for herein. The continuation of this AGREEMENT beyond the end of any COUNTY fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and the approval by COUNTY of an annual budget request submitted by UNIVERSITY for the applicable COUNTY fiscal year under this AGREEMENT, as described in Article 5. The Parties acknowledge the initial period under this AGREEMENT following the Effective Date is not a full COUNTY fiscal year; however, subsequent periods under the Term of this AGREEMENT shall be consistent with COUNTY fiscal years.

ARTICLE 5. FUNDING AND PAYMENTS

5.1 COUNTY will pay UNIVERSITY total sum as indicated on **Exhibit "A"** in support of salary, fringe benefits, and operating expenses for Extension Services for the period under the first year commencing on the Effective Date of this AGREEMENT through September 30, 2023. Funding for each subsequent COUNTY fiscal year after the first year shall be determined and provided to UNIVERSITY in accordance with Section 5.2. The total sum is based upon known current salary cost at the time of creation of **Exhibit "A"** and could be modified subsequently if estimates were not sufficient to cover actual costs. This AGREEMENT is cost reimbursable.

5.2 COUNTY will make payment to UNIVERSITY for the first year and each subsequent COUNTY fiscal year, subject to, and to the extent of, the following: (i) COUNTY's approval of the budget request submitted by UNIVERSITY for such fiscal year, (ii) the Board's approval of COUNTY's annual budget.

5.3 Salaries and operating expenses outlined on **Exhibit "A"** for the first year and each subsequent COUNTY fiscal year will be modified and submitted annually to COUNTY by UNIVERSITY. **Exhibit "A"** is an estimate of projected salary and fringe benefit expenses for the year and shall not require separate written addendum to this AGREEMENT to implement. Actual expenses may vary due to vacancies, midyear promotions, new hires, unexpected changes in fringe benefit costs and other UNIVERSITY adjustments as indicated in Section 3.2.1. UNVIERSITY will submit **Exhibit "A"** to COUNTY annually per the following timetable:

Proposed Annual Budget Request by April 1st – UNIVERSITY will include proposed figures for COUNTY to begin budget process.

Annual Budget Request by August 1st – UNIVERSITY will make necessary adjustments to **Exhibit "A"** figures as needed and submit a final budget request to COUNTY for approval.

5.4 COUNTY may elect to pay an annual salary supplement for Extension Faculty. If such an election is made COUNTY shall fund 100% of salary supplement, including any increases in salaries, fringe benefits, and worker's compensation, and will pay the sum to UNIVERSITY during COUNTY's 'Anticipated Payment Schedule' as indicated on **Exhibit "A"**. Any salary supplement will be included in the annual County Budget Report that is sent to UNIVERSITY each year. Upon receipt, if needed, UNIVERSITY will amend salary projection(s) on **Exhibit "A"** and adjust the anticipated billings to accommodate the salary supplement. If at any point the supplement is removed, COUNTY will continue to pay any increases as indicated in Section 3.1.5.4 accumulated during the time the supplement was provided.

5.5 UNIVERSITY invoice(s) will be cost reimbursable and issued in accordance with the "Anticipated Payment Schedule" on **Exhibit "A"**. COUNTY will make payment to UNIVERSITY within thirty (30) days after the receipt of UNIVERSITY invoice(s) for the first year and each subsequent COUNTY fiscal year thereafter.

5.6 Payment shall be made to UNIVERSITY at the address designated in the Notices section under Section 12.5.

5.7 UNIVERSITY shall expend all funds received from COUNTY under this AGREEMENT only on expenses directly related to the provision of Extension Services. UNIVERSITY shall be required to maintain specific accounts and records of expenses incurred with funding received from COUNTY and shall promptly share such records with COUNTY upon request.

ARTICLE 6. USE OF COUNTY PROPERTY

6.1 COUNTY hereby grants to UNIVERSITY the right, license, and privilege to utilize the Premises to provide the Extension Services in accordance with the terms of this AGREEMENT.

6.2 UNIVERSITY shall not utilize the Premises for any other purpose not specifically authorized under this AGREEMENT without the prior written consent of COUNTY.

6.3 UNIVERSITY agrees to notify the County Administrator of any maintenance and repair needed on the Premises during the term of this AGREEMENT.

If the Premises, or any portion thereof, is damaged by any casualty and in COUNTY's reasonable opinion the Premises, or any damaged portion thereof, is unsafe for use by UNIVERSITY and the public, COUNTY shall provide UNIVERSITY with an alternate workspace(s) for Extension Faculty and Extension Staff to provide the Extension Services under this AGREEMENT. In such an event, COUNTY will restore the existing damaged Premises, or any portions thereof, as needed, or replace the Premises with other suitable space for UNIVERSITY to continue operations pursuant to this AGREEMENT.

6.4 If COUNTY determines it is necessary or is required by any governmental authority with jurisdiction to close the Extension Education Building, or any portion thereof, COUNTY will notify UNIVERSITY of such needed closure and work closely with UNIVERSITY towards an orderly process for closure under the circumstances. COUNTY shall not be held responsible for any lost revenue or loss of use of the Premises or reductions in programming resulting from any change in hours of operations or use of the Extension Education Building necessitated by any such closure.

6.5 UNIVERSITY shall be responsible for informing the County Administrator or designee of all damage to the Premises during the term of this AGREEMENT.

ARTICLE 7. LIABILITY

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this AGREEMENT or any other contract. The Parties are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their respective agents or employees when acting within the scope of their agency or employment, to the extent permitted by law.

7.2 COUNTY shall not be liable for any damage or injury which may be sustained by any person(s) resulting from any of the Extension Services provided by UNIVERSITY under this AGREEMENT. UNIVERSITY shall not be liable for any damage or injury which may be sustained by any person(s) resulting from any of COUNTY's activities or operations under this AGREEMENT.

ARTICLE 8. INSURANCE

8.1 The Parties are governmental entities subject to Section 768.28, Florida Statutes, and each party shall furnish the other party, upon request, with written verification of liability protection in accordance with state law prior to final execution of this Agreement. The acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall this Agreement or any contract entered by COUNTY be required to contain any provision for waiver.

8.2 The UNIVERSITY maintains liability insurance through the Florida State Risk Management Fund.

ARTICLE 9. TERMINATION

9.1 This AGREEMENT may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved party identifying the breach. This AGREEMENT may also be terminated for convenience by either party as provided in Section 9.2. Notwithstanding any provision to the contrary under this AGREEMENT, the continuation of this AGREEMENT beyond the end of any COUNTY fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. In the event such funding ceases, COUNTY will provide written notice to UNIVERSITY at the address provided for Notice in Section 12.5, and this AGREEMENT shall automatically terminate at the end of the then current COUNTY fiscal year, or sixty (60} days after such notice provided by COUNTY, whichever comes later.

9.2 This AGREEMENT may be terminated for convenience by either party by providing twelve (12) months prior written notice to the other party at the address provided for Notice in Section 12.5. Termination for convenience by COUNTY shall be by the Board, which shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than twelve (12) months after the date of such written notice.

ARTICLE 10. CRIMINAL BACKGROUND SCREENING

10.1 UNIVERSITY shall conduct criminal background screening on its officers, faculty, employees, volunteers, and Subcontractors who will be providing any of the Extension Services under this AGREEMENT prior to the performance of any such services. Such screening shall be in accordance with UNIVERSITY's background screening policies and as required by law, which, at a minimum, shall Include screening to prohibit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website from providing any Extension Services under this AGREEMENT.

10.2 In the event UNIVERSITY obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by UNIVERSITY to provide any of the Extension Services under this AGREEMENT, UNIVERSITY shall take immediate action to review the matter; however, during

such review time and until a determination of eligibility is made by UNIVERSITY based on the requirements of this section, UNIVERSITY shall immediately cease allowing the person to provide any of the Extension Services. Additionally, UNIVERSITY shall be required to inform all persons who have been background screened, pursuant to this section and who are providing any of the Extension Services under this AGREEMENT, to notify UNIVERSITY within twenty-four (24) hours of any arrest related to violence or sexual misconduct which has occurred after the person was deemed eligible to provide such services.

ARTICLE 11. NONDISCRIMINATION

11.1 No party to this AGREEMENT may discriminate based on race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this AGREEMENT.

ARTICLE 12. MISCELLANEOUS

12.1 RIGHTS IN DOCUMENTS AND WORK. UNIVERSITY shall furnish COUNTY with copies of any documents or data created by UNIVERSITY as part of the Extension Services, upon request of COUNTY. If a copyright is registered, UNIVERSITY grants permission to COUNTY to use the copyrighted item(s) in part or in full for educational purposes, and to make and distribute copies to the public, provided that credit is given to UNIVERSITY.

12.2 PUBLIC RECORDS. The Parties shall comply with their respective obligations under the provisions of the Florida Public Records Law, Chapter 119, Florida Statutes.

12.3 AUDIT RIGHTS, AND RETENTION OF RECORDS. COUNTY shall have the right to audit the books, records, and accounts of UNIVERSITY and its Subcontractors that are related to this Agreement. UNIVERSITY and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this AGREEMENT and performance thereunder. All books, records, and accounts of UNIVERSITY and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, UNIVERSITY or its Subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

UNIVERSITY shall preserve and make available, at reasonable times within Highlands County for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this AGREEMENT for a minimum period of three (3) years after expiration or termination of this AGREEMENT or until resolution of any audit findings, whichever is longer. COUNTY audits and inspections pursuant to this section may be performed by any COUNTY representative (including any outside representative engaged by COUNTY). COUNTY reserves the right to conduct such audit or review at UNIVERSITY's place of business, if deemed appropriate by COUNTY, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books. records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

12.4 THIRD PARTY BENEFICIARIES. Neither UNIVERSITY nor COUNTY intends to directly or substantially benefit a third party by this AGREEMENT. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this AGREEMENT and that no third party shall be entitled to assert a right or claim against either of them based upon this AGREEMENT.

12.5 NOTICES. In order for notice to a party to be effective under this AGREEMENT, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Highlands County
County Administrator
600 S. Commerce Avenue
Sebring, Florida 33870
Email: Rvosburg@hcbcc.org
With email copy to: mdrake@highlandsfl.gov

FOR UNIVERSITY:

University of Florida
Division of Sponsored Research
207 Grinter Hall, P.O. Box 115500
Gainesville, Florida 32611-5500
Email address: ufawards@ufl.edu

With a copy to:

University of Florida
IFAS Extension Business Services
1604 McCarty Drive, Suite 1030
PO Box 110250
Gainesville, Florida 32611-0250

12.6 ASSIGNMENT AND PERFORMANCE. Except for subcontracting approved in writing by COUNTY at the time of its execution of this AGREEMENT or any written amendment hereto, neither this AGREEMENT nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by UNIVERSITY without the prior written consent of COUNTY. If UNIVERSITY violates this provision, COUNTY shall have the right to immediately terminate this AGREEMENT. UNIVERSITY represents that each person and entity that will provide services under this AGREEMENT is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which

such person or entity will render services. UNIVERSITY agrees that the Extension Services shall be performed in a skillful and respectful manner.

12.7 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this AGREEMENT, and each is, therefore, a material term hereof. Either party's failure to enforce any provision of this AGREEMENT shall not be deemed a waiver of such provision or modification of this AGREEMENT. A waiver of any breach of a provision of this AGREEMENT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this AGREEMENT.

12.8 COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this AGREEMENT.

12.9 SEVERABILITY. In the event any part of this AGREEMENT is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this AGREEMENT and the balance of this AGREEMENT shall remain in full force and effect.

12.10 JOINT PREPARATION. This AGREEMENT has been jointly prepared by the Parties hereto and shall not be construed more strictly against either party.

12.11 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 12 of this AGREEMENT, the provisions contained in Articles 1 through 12 shall prevail and be given effect.

12.12 LAW, JURISDICTION. VENUE, WAIVER OF JURY TRIAL This AGREEMENT shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this AGREEMENT shall be in the state or federal courts of Florida. BY ENTERING INTO THIS AGREEMENT, UNIVERSITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE· OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

12.13 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this AGREEMENT and executed by the County and UNIVERSITY or others delegated authority or otherwise authorized to execute same on their behalf.

12.14 PRIOR AGREEMENTS. This AGREEMENT represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, AGREEMENT, or understanding concerning the subject matter of this AGREEMENT that is not contained in this written document.

12.15 INCORPORATION BY REFERENCE. All Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this AGREEMENTS.

12.16 REPRESENTATION OF AUTHORITY. Everyone executing this AGREEMENT on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this AGREEMENT, duly authorized by all necessary and appropriate action to execute this AGREEMENT on behalf of such party and does so with full legal authority.

12.17 COUNTERPARTS AND MULTIPLE ORIGINALS. This AGREEMENT may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same AGREEMENT.

12.18 PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and any applicable rules and regulations, and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of each party's respective officers, agents, or employees when performing their respective duties under this AGREEMENT within the jurisdictional boundaries of COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the jurisdictional boundaries of COUNTY.

12.19 NO PERSONAL LIABILITY. No covenant or AGREEMENT contained herein shall be deemed to be a covenant or AGREEMENT of any member, officer, agent, or employee of COUNTY or UNIVERSITY in his or her individual capacity, and no member, officer, agent, or employee of COUNTY or UNIVERSITY shall be subject to any personal liability or accountability by reason of the execution of this AGREEMENT.

12.20 BINDING EFFECT. The terms, covenants, conditions, and provisions of this AGREEMENT shall bind and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

12.21 COVENANT OF NO INTEREST. Neither party presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this AGREEMENT, and that the only interest of each party is to perform and receive benefits as set forth in this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT:
Highlands County, through its Board of County Commissioners, signing by and through its Chairman and University of Florida Board of Trustees, signing by and through its Division of Sponsored Programs, duly authorized to execute same.

FOR COUNTY:

APPROVED BY:

Laurie A Hurner

Highlands County Administrator

Laurie A Hurner

Printed Name

7/19/22

Date

BOARD OF COUNTY COMMISSIONERS SEAL

APPROVED AS TO FORM AND LEGALITY:

SGSulphen

Highlands County Attorney

Sherry G. Sutphen

Printed Name

7/19/22

Date

APPROVED BY:

Kathleen D. Rapp

Highlands County BOCC

Kathleen D. Rapp - Chair

Printed Name

July 19, 2022

Date

ATTEST:

Sally B Hood for

Highlands County Clerk of Court

Jerome Kaszubowski

Printed Name

July 19, 2022

Date

FOR UNIVERSITY:

APPROVED BY:

Division of Sponsored Programs

Printed Name

Date

WITNESSED BY:

Signature

Printed Name and Title

Date

Exhibit "A" - FY2023 Proposed Projected Annual Expense Budget

Highlands County
FY2023 Summary
Annual Budget: 10/01/2022 - 9/30/2023
Prepared: 07/05/2022

Payroll Due From County for FY2023		
Gill, Ashley	$	41,698.08
Austin, David	$	82,644.35
Cordero, Lourdes Perez	$	27,757.59
Royal, Kalan	$	28,060.20
Cooper, Alexis	$	64,482.87
Wyche, Gwendolyn	$	64,482.87
UF Support Position	$	4,448.73
Total Payroll:	**$**	**313,574.68**

Travel Due From County for FY 2023		
Travel	$	2,000.00
Total Travel:	**$**	**2,000.00**

Total Projected Budget for FY2023		
Total	**$**	**315,574.68**

Anticipated Payment Schedule:		
January 10	$	78,893.67
April 10	$	78,893.67
July 10	$	78,893.67
October 10	$	78,893.67
Total:	**$**	**315,574.68**

* **Cost Reimubursable Agreement**- Quarterly invoices will be based on actual expenses incurred during the quarter.

Please remit invoices to:

Email:
cc:

Highlands County
Salary Details
Annual Budget: 10/01/2022 - 9/30/2023

	40680123		State	County		Total		5% Margin
Gill, Ashley		Percentage	60.000%	**40.000%**		100.000%		
CED - Agent Title								
		Salary	45,472.28	**30,314.85**	**$**	**75,787.13**		
Fringe Pool Rate:		Pooled Fringe	14,096.41	**9,397.60**	$	23,494.01		
	31.00%							
		Grand Totals	59,568.68	**39,712.46**	$	99,281.14		
Exempt								
Gill, Ashley								
	Annual:	$75,787.13		Total Due from Cty	$	39,712.46	**$**	**41,698.08**
Position 0002-7831								
	33121392		State	County		Total		5% Margin
Austin, David		Percentage	0.000%	**100.000%**		100.000%		
Assistant CED & Residental Horiculture Prg. Cty Agent								
		Salary	-	**60,083.13**	**$**	**60,083.13**		
Fringe Pool Rate:		Pooled Fringe	-	**18,625.77**	$	18,625.77		
	31.00%							
		Grand Totals	-	**78,708.90**	$	78,708.90		
Exempt								
Austin, David								
	Annual:	$60,083.13		Total Due from Cty	$	78,708.90	**$**	**82,644.35**
Position								
	16112560		State	County		Total		5% Margin
Cordero, Lourdes Perez		Percentage	60.000%	**40.000%**		100.000%		
Ag/Natural Resources Agent								
		Salary	30,270.00	**20,180.00**	**$**	**50,450.00**		
Fringe Pool Rate:		Pooled Fringe	9,383.70	**6,255.80**	$	15,639.50		
	31.00%							
		Grand Totals	39,653.70	**26,435.80**	$	66,089.50		
Exempt								
Cordero, Lourdes Perez								
	Annual:	$50,450.00		Total Due from Cty	$	26,435.80	**$**	**27,757.59**
Position 0002-7884								

68811502		State	County	Total	5% Margin
Royal, Kalan	Percentage	60.000%	**40.000%**	100.00%	
Agriculture/Livestock Agent					
	Salary	30,600.00	**20,400.00**	**$ 51,000.00**	
Fringe Pool Rate:	Pooled Fringe	9,486.00	**6,324.00**	$ 15,810.00	
31.00%					
	Grand Totals	40,086.00	**26,724.00**	$ 66,810.00	
Exempt					
Royal, Kalan					
Annual: $51,000.00			Total Due from Cty	$ 26,724.00	**$ 28,060.20**
Position 0001-4177					

UFID		State	County	Total	5% Margin
Cooper, Alexis	Percentage	0.000%	**100.000%**	100.00%	
4-H					
	Salary	-	**$39,672.00**	**$ 39,672.00**	
Fringe Pool Rate:	Pooled Fringe	-	**21,740.26**	$ 21,740.26	
54.80%					
	Grand Totals	-	**61,412.26**	$ 61,412.26	
Non-Exempt					
Cooper, Alexis					
Annual: $39,672.00			Total Due from Cty	$ 61,412.26	**$ 64,482.87**
Position					

		State	County	Total	5% Margin
Wyche, Gwendolyn	Percentage	0.000%	**100.000%**	100.00%	
Administrative					
	Salary	-	**39,672.00**	**$ 39,672.00**	
Fringe Pool Rate:	Pooled Fringe	-	**21,740.26**	$ 21,740.26	
54.80%					
	Grand Totals	-	**61,412.26**	$ 61,412.26	
Non-Exempt					
Wyche, Gwendolyn					
Annual: $39,672.00			Total Due from Cty	$ 61,412.26	**$ 64,482.87**
Position					

		Other Funding	County	Total	5% Margin
UF Support Position	Percentage	95.000%	**5.000%**	100.00%	
Research Administrator					
	Salary	56,850.85	**2,992.15**	**$ 59,843.00**	
Fringe Pool Rate:	Pooled Fringe	23,649.95	**1,244.73**	$ 24,894.69	
41.60%					
	Grand Totals	80,500.80	**4,236.88**	$ 84,737.69	
Exempt					
UF Support Position					
Annual: $59,843.00			Total Due from Cty	$ 4,236.88	**$ 4,448.73**
Position					

Highlands County Total Projected Payroll: $ 313,574.68

Highlands County
Operational Expenses
Annual Budget: 10/01/2022 - 9/30/2023

SECTION B:

A. Travel			**$ 2,522.00**
Ag & Natural Resources Agent	$	593.00	
Horticulture Agent	$	593.00	
Livestock Agent	$	593.00	
4-H Agent	$	593.00	
CED	$	150.00	
B. Utilities			**$ 6,428.00**
Phones - Cisco	$	1,284.00	
Cell Phone	$	484.00	
Internet - Comcast	$	4,384.00	
CED - IT - Microsoft Project	$	276.00	
C. Publications			**$ 400.00**
Promotional Activities - Displays	$	400.00	
D. Repairs and Maintenance			**$ 14,598.00**
Repairs & Maintenance- Vehicles	$	888.00	
Repairs & Maintenance- Computer/Electronics	$	3,710.00	
Repairs & Maintenance- Other	$	10,000.00	
E. Materials and Supplies			**$ 3,786.00**
Office Supplies	$	1,282.00	
Other Operating Supplies	$	2,504.00	
H. Other Operating Expenses			**$ 10,086.00**
Rental - Lease Copier	$	1,945.00	
Insurance - Employee Liability & Light Trucks	$	3,240.00	
Fuel	$	2,275.00	
Subscriptions - IT	$	1,600.00	
Dues & Memberships	$	1,026.00	
TOTAL OF ALL OPERATIONAL EXEPENSES			***$ 37,820.00***

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 20, 2022

PRESENTER:

SUBJECT/TITLE: Board payables from September 6, 2022 to September 19, 2022

Attachments: