HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, October 01, 2024
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 Children's Advocacy Center Advisory Board will hold a General Body Meeting on Tuesday, October 1, 2024, at 1:00 p.m., in the Engineering Training Room, 501 S. Commerce Ave., Sebring

The Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on October 1, 2024, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring, FL

A Code Enforcement Special Magistrate Hearing will be held at 1:30 p.m., on Wednesday, October 2, 2024, in the Board Room, 600 S. Commerce Ave., Sebring, FL

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, October 2, 2024, at 3:30 p.m., in the Engineering Conference Room, at 505 S. Commerce Ave., Sebring, FL

The Veteran's Advisory Board will hold a regular meeting on Thursday, October 3, 2024, at 3:30 p.m., in the Veteran Services Office, 7209 S. George Blvd, Sebring

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on Tuesday, October 8, 2024, in the Board Room, 600 S. Commerce Ave., Sebring, FL

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Request approval of a Proclamation recognizing October 2024 as "Community Planning Month" in Highlands County.*
Cyndie Kramer, Planning & Zoning Manager
Highlands County National Planning Month Proclamation 2024.pdf

6.B *Request approval of a Proclamation recognizing the month of October 2024 as "Safe*

Sleep Awareness Month".
Executive Director of Highlands County Heartland Core Wellness Aisha Alayande, on behalf of the Healthy Start Coalition of Hardee, Highlands & Polk Counties, Inc.
No fiscal impact.
Safe Sleep Month Proclamation (2024 HI) (003).docx

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval of Amendment 1 to the Land Use Restriction Agreement (LURA) State Housing Initiatives Partnership (SHIP) Program between Highlands County and Highlands County Housing Authority, Inc.*
Ingra Gardner, Director of Community Programs
There is no fiscal impact.
Amendment1.LURA.Willie Downs.SGS (004).pdf

8.B *Request approval of Ridge to River Conservation Planning Study agreement with North Florida Land Trust.*
Dawn Ritter, Natural Resources Manager
There is no fiscal impact to Fund 129 (Conservation Trust Fund) at this time. During FY24/25, a project will be set up and a budget amendment will be brought before the Board for the contract amount of $68,509.00.
24-016.Ridge to River_Land Trust Agreement 9.18.2024_FINAL_SIGNED_NFLT.pdf

8.C *Request adoption of Resolution 24-25-01 for Budget Amendment 24-25-001 to realign General Fund revenues.*
David Nitz, OMB Manager
The fiscal impact in Fund 005 (General) of $140,036 is merely transferring revenue from account 3999100 (Fund Balance Brought Forward) to account 3810000Z (Project Interfund Transfer) with a net fiscal impact of $0.00.
24-25-001 Sheriff_Environmental LE Program Correction (BA).pdf
24-25-001R Sheriff_Environmental LE Prog. Correction (Resolution).pdf

8.D *Request approval of Budget Amendment 23-24-183 to realign funding in Project 08048 Sebring Library Donations.*
Vikki Brown, Highlands Library System Manager
The fiscal impact is $5,490.00 to Fund 005 (General Fund) but is included in the budget in Project 08048 within cost center 6210 (Sebring Library). This budget amendment is transferring budgeted funds from account 55200Z (Project Operating Supplies) to account 55402Z (Project Subscriptions).
23-24-183 Proj 08048 Libraries - Sebring Realignment (BA).pdf

8.E *Request approval of the June 18, 2024, Regular Meeting Minutes of the Board.*
061824REG.pdf

8.F *Request approval to authorize the Property Appraiser to extend the 2024 ad valorem property tax roll prior to completion of the Valuation Adjustment Board hearings.*
County Administrator Laurie Hurner
Laurie Hurner Extend Tax Roll 2024.pdf

8.G *Request approval of JAG-Local Grant Application FY 24-25.*
Paul Blackman, Sheriff
The fiscal impact is a decrease to the 005 (General Fund) in the amount of $2,349.00. This grant was anticipated and was in the Adopted Budget for FY24-25 in the amount of $19,572 but it came in slightly under.
JAG Cover Memo_Application.pdf

8.H *Request approval of Budget Amendment 24-25-004 to adjust the Clerk of Court's FY 24-25 funding for the increase in 2025 health insurance premiums.*
Jackie Gabrus, Accounting Manager Clerk of Courts
There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring $55,836.00 from cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) to cost centers 2102 (Clerk of Courts), 2110 (Clerk of Courts Other Services), 1014 (Pre-Trial Release), 1018 (Pro Se Services), 1033C (Law Library), account 51001 (Personal Services Elected Official) in the amounts of $41,976.00, $9,464.00, $3,220.00, $1,152.00, and $24.00, respectively.
24-25-004 Clerk Health Insurance Add'l Funding (BA).pdf
24-25-004 Clerk Health Insurance Add'l Funding (Reserve).pdf

8.I *Request to approve Budget Amendment 23-24-185 to realign funds for Dump Truck purchase shortage.*
Chris Pruzinsky, Road and Bridge Operations Supervisor
The fiscal impact is an increase to Project 23006 in the amount of $25,000.00.
23-24-185 Proj 23006 Xfer Reserve for Dump Truck Add'l Funding (BA).pdf
23-24-185 Proj 23006 Xfer Reserve for Dump Truck Add'l Funding (Reserve).pdf

8.J *Request approval of Amendment 2 to the American Rescue Plan Act (ARPA) Subrecipient Grant Agreement between Highlands County and Sun 'N Lake Improvement District*
Sherry G. Sutphen, County Attorney
No fiscal impact.
Amendment 2.pdf

8.K *Request approval of Budget Amendment 23-24-186 for FY 23/24 cost center cleanup for budgets exceeded.*
David Nitz, OMB Manager
The fiscal impact of $172,750.00 is a realignment to the following funds (amounts): Fund 005 General ($67,500.00), Fund 110 Transportation Trust ($94,750.00), Fund 123 Heartland Library Coop ($500.00) and Fund 176 State Court Facilities Trust ($10,000.00) totaling $172,750.00.
23-24-186 Cost Center Cleanup #3.pdf

9 COMMITTEE ASSIGNMENTS:

9.A *Request appointment of Jason Atkinson as City of Avon Park alternate member and Ariel Fells to serve a second term as regular voting member to the Highlands County Recreation & Parks Advisory Committee (RPAC).*
Brandon Gunn, Parks & Facilities Director
There is no fiscal impact.
CoAP Jason Atkinson.pdf

Ariel Fells RPAC Member Resume 2020.pdf

9.B *Request appointment of Natural Resources Advisory Commission members.*
Dawn Ritter, Natural Resources Manager
Application for Chelsea Wisner.pdf
NRAC Application for Ben Butler.pdf
NRAC Application for Dale McQuillen.pdf
NRAC Application for Ken Kech.pdf
NRAC Application for Sandra Vazquez.pdf
NRAC Application for Stephen Turner.pdf

10 PUBLIC HEARING

10.A *Public hearing to consider proposed amendments to the Highlands County Land Development Regulations (LDRs) pertaining to certain requirements which may not be suitable when applied county-wide without any room for exceptions.*
Rachel Barry, Zoning Supervisor
There is no fiscal impact.
Ordinance No. 24-25-01.pdf
P&Z 2161 Staff Report for BCC 1st reading.pdf
Ordinance Business Impact form.pdf

10.B *Public hearing to consider acceptance of a Perpetual Restrictive Easement and Declaration of Covenants and Restrictions, to allowthe installation of a septic system.*
Rachel Barry, Zoning Supervisor
No fiscal impact.
MDA-25-004 Staff Report for BCC.pdf
Amended & Restated Conditions.pdf

11 ACTION AGENDA

11.A *Request adoption of Resolution 24-25-02 for Budget Amendment 24-25-002 to realign and appropriate Sheriff budgeted funds within the General Fund and adjust the Crime Prevention Fund.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 005 (General) in the amount of $2,537.00 due to the two (2) JAG grants coming in with slight differences in funding. (One being under and one being over.) There is also a fiscal impact of an increase to Fund 178 (Crime Prevention) in the amount of $808.00, in order to match the Board to the Sheriff's side. The remainder of the BA is realigning and setting up grant/project funds within the General Fund that were budgeted and/or offset by incoming revenues in a total amount of $5,093,998.00.
24-25-002 Sheriff Appropriations (BA).pdf
24-25-002R Sheriff Appropriations (Resolution).pdf

11.B *Request adoption of Resolution 24-25-005 for BA 24-25-003 to appropriate two (2) Next Gen E911 Grant Projects.*
Paul Blackman, Sheriff
The fiscal impact will be an increase to Fund 122 (E911 Operations) and the overall budget in the amount of $706,960.00 and being appropriated in cost center 3998 (E911

Program), account 53100Z (Project Professional Services).
24-25-003 Proj 24014 NextGen E911 (YR1)_Proj 24015 NextGen E911 (YR2-5) (BA).pdf
24-25-003R Proj 24014 NextGen E911 (YR1)_Proj 24015 NextGen E911 (YR2-5) (Resolution).pdf

11.C *Request approval of the Insurance Committee's recommendation to adopt the rate structures for medical and dental plans as presented in the Employee Benefits Executive Summary for Plan year 2025.*
Shawn Flemming, Senior Benefits Consultant, Gehring Group
Tanya Cannady, Business Services Director
Sherri Bennett, Human Resources Manager
The fiscal impact of $607,800 is budgeted in the 24/25 budget within all Board Funds affected by the increase.
Employee Benefits Executive Summary.pdf
Meeting Minutes 8.27.2024.docx

11.D *Request approval of The Lunz Group, Inc., CSA # 2, 20-024, for Structural, Mechanical, Electrical, and Plumbing Services for the Spring Lake Fire Station # 23 project.*
Mitch Thomas, Assistant Engineer, Stormwater
Tiffany Gunn, Capital Projects Manager
The fiscal impact is $225,896.00 which is currently budgeted in Fund 355 (HCFPIRN LTD Capital Expense - Fire Loan), cost center 2685, account 56200Z (Project Buildings).
CSA for Agenda.pdf
For Agenda HCFR Fire Station Prototype_4-bay_SD - 24.03.29.pdf
Potential image resaved.pdf

11.E *Consideration of Statement of Legislative Intent for floodplain ordinance modifications required to maintain the County's Community Rating System at Level 8.*
Kelsey Whidden, Floodplain Manager/NPDES Coordinator
No fiscal impact.

11.F *Request the Board to reviewthe Scope of Work provided by Alfred Benesch & Company and select which items from the Scope of Work the Board would like to be funded and studied; additionally request for the board to approve the agreement between Highlands County and Alfred Benesch & Company for the completion of the Highlands County Comprehensive Alternative Revenue Funding Study.*

Subject areas included in the study and analysis: Impact Fees, Municipal Service Taxing Unit (MSTU) User Fees, Municipal Service Benefit Unit (MSBU) User Fees, and other alternative revenues.
Leah Sauls, Development Services Director
JD Langford, PE, County Engineer
The fiscal impact will be decided with board direction; there are several ways this study can be paid for.

Option 1. The Board pays the study in full via the Fund 005 (General). The BCC has budgeted $360,000 in Fund 005 (General). The study as currently quoted is $413,798.00. The fiscal impact for option 1 would be $360,000 from Fund 005 (General),

Central Services Account; $53,798 Fund 005 (General), Reserve for Contingency Account.

Option 2. The Board choses to complete the entire study, but have various funds cover the cost, e.g. School Board, Fire Services, and Solid Waste. The possible fiscal Impact for option 2 would be: $332,902 from Fund 005 (General); $42,832 from School Board; $19,082 Solid Waste Enterprise Fund; and $18,982 Fire Services Fund.

Option 3. The Board choses only to fund select areas of the proposal. The fiscal impact will be determined by the selection of areas chosen to be studied, the majority will most likely be covered by Fund 005 (General), but the cost may be also spread across additional cost centers such as the Fire Service Fund.

Options 4. (Staff Recommendation) The fiscal impact would be $332,902 from Fund 005 (General); $42,832 from School Board; $18,982 from Fire Services, do not fund study cost for Solid Waste as Solid Waste is an enterprise fund; total study cost $394,716.
Agreement RFP 23-040-KSB.Impact Fee Study.SGS.v3.pdf
Impact Fee Scope of Work Options.pdf
County Comp. Pt 1.png
County Comp. Pt 2.png
County Comp. Pt 3.png
County Comp. Pt 4.png
County Comp. Pt 5.png
LLW Involvement_signed.pdf
Benesch RFP Proposal Response rescan.pdf
Ord 05-06-44 (FY 05_06 Ordinance Adopting Impact Fees).pdf

12 COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Legal Long Range update092624.SGS.docx

12.B *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, County Administrator
There is no fiscal impact.

13 COMMISSIONERS

14 INFORMATIONAL

14.A *Change Order 2, to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the new Traffic Operations building, Project No.: 19007, was executed by the County Engineer on September 12, 2024.*
James D. Langford, P.E., County Engineer
Melony Culpepper, Project Manager – Transportation
No fiscal impact.
Change Order 2 Approved.pdf

Change Order 2 RFI 3.pdf

14.B *Board payables from October 1-14, 2024*

15 ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER: **Cyndie Kramer, Planning & Zoning Manager**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing October 2024 as "Community Planning Month" in Highlands County.**

STATEMENT OF ISSUE

Established in 2006, National Community Planning Month is celebrated nationwide each October to reinforce the importance and positive impact of good planning in our communities and to highlight the role of planners and citizens in community planning.

Planning is essential for the health, safety, equity, and economic well-being of all people living in our communities. Planning is the most effective tool local governments have for managing growth, navigating change, and making tough decisions facing communities, like where to invest in transportation, housing, and parks. Powered by data-driven insights, expertise, and community engagement, the planning process helps communities define their goals and a path to achieving them.

In conjunction with the American Planning Association's celebration of October as National Community Planning Month, the Board is requested to approve a Proclamation designating October 2024, as Highlands County Community Planning Month, in recognition of the contributions made by staff, Planning & Zoning Commission members, and citizens, to planning in Highlands County.

RECOMMENDED ACTION

Move to approve a Proclamation recognizing October 2024 as "Community Planning Month" in Highlands County.

Attachments: Highlands County National Planning Month Proclamation 2024.pdf

HIGHLANDS COUNTY

Board of County Commissioners
Proclamation

WHEREAS, change is constant and affects all counties, cities, towns, suburbs, rural areas, and other places; and

WHEREAS, community planning can help manage this change in a way that provides better choices for how people live, work and play; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the American Planning Association designates the month of October as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other involved citizens who contribute their time and expertise to the improvement of the Highlands County; and

WHEREAS, we recognize the many valuable contributions made by the professional planning and zoning staff of Highlands County and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW THEREFORE, BE IT PROCLAIMED by the Board of County Commissioners of Highlands County, Florida, that October 2024 is Highlands County

NATIONAL COMMUNITY PLANNING MONTH.

DONE AND ADOPTED, this 1st day of October, 2024.

Board of County Commissioners
Highlands County, Florida

(SEAL)

_____
Kevin Roberts, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 01, 2024

PRESENTER:	**Executive Director of Highlands County Heartland Core Wellness Aisha Alayande, on behalf of the Healthy Start Coalition of Hardee, Highlands & Polk Counties, Inc.**
SUBJECT/TITLE:	**Request approval of a Proclamation recognizing the month of October 2024 as "Safe Sleep Awareness Month".**

STATEMENT OF ISSUE

Sudden Unexpected Infant Death (SUID) is one of the leading causes of death in infants (0-364 days) and is often associated with preventable unsafe infant sleep practices and environments. The Healthy Start Coalition of Hardee, Highlands & Polk Counties, Inc. has submitted a Proclamation for the Board's consideration to both raise awareness of the dangers contributing to SUID and to educate the public on safe sleep practices to prevent this public health issue.

RECOMMENDED ACTION

Move approval to adopt a Proclamation recognizing the month of October 2024 as "Safe Sleep Awareness Month".

FISCAL IMPACT

No fiscal impact.

Attachments: Safe Sleep Month Proclamation (2024 HI) (003).docx

SAFE SLEEP AWARENESS MONTH

WHEREAS Sudden Unexpected Infant Death (SUID) is heartbreaking, and can happen in any family regardless of income, education, or community; and

WHEREAS, SUID is one of the leading causes of death in infants (0-364 days) and is often associated with preventable unsafe infant sleep practices and environments; and

WHEREAS, Research shows that a child's brain grows rapidly during safe sleep; and

WHEREAS, Babies should always be put to sleep on their backs, alone in their own crib or bassinet; with no bumpers, pillows, quilts, comforters, or other soft surfaces in the crib; and

WHEREAS, Moms and dads should not share beds with their babies and anyone under the influence of drugs, alcohol, or smoking should not be resting with the baby; and

WHEREAS, Local and national agencies such as Healthy Start Program, Heartland Core Wellness, Florida Department of Health in Highlands County, Healthy Start Coalition, Nurse Family Partnership, Redlands Christian Migrant Association, Early Steps, Department of Children & Family, Central Florida Health Care, and their partnering agencies educate Highlands County residents on safe sleep practices; and

WHEREAS, the Highlands County Board of County Commissioners recognizes that infant unsafe sleeping is a public health issue in Highlands County and across the country, and together we can help by ensuring any person caring for a baby is using safe sleep practices

NOW, THEREFORE, be it resolved, that the County Commission of Highlands County, Florida hereby proclaim the month of October 2024, as Safe Sleep Awareness Month and extend their continued support for the efforts of local agencies to promote safe sleep practices in Highlands County.

DONE AND ADOPTED THIS 1st DAY OF OCTOBER 2024

_____

Kevin Roberts, Chair
Highlands County Board of County Commissioners

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

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

SUBJECT/TITLE: **Request approval of Amendment 1 to the Land Use Restriction Agreement (LURA) State Housing Initiatives Partnership (SHIP) Program between Highlands County and Highlands County Housing Authority, Inc.**

STATEMENT OF ISSUE

On August 2, 2022, the Board of County Commissioners approved the State Housing Initiatives Partnership (SHIP) Program Agreement, Mortgage, Promissory Note, and Land Use Restriction Agreement (LURA) for the Development of Affordable Rental Housing between Highlands County and Highlands County Housing Authority, Inc. for the development of Willie Downs Villas, a 50-unit multi-family rental development.
At that time, the LURA noted that during the affordability period, twelve (12) units be rented or held available for rental on a continuous basis to persons or families who are eligible for assistance through the SHIP Special Needs Housing and Rental Development strategy.
Highlands County Housing Authority, Inc. requested a decrease from twelve (12) units to 4 units; with three (3) mobility impairments and one (1) sensory impairment.
This decrease is in alignment with the requirements of the Florida Housing Finance Corporation LURA (Article 2.02) which states:
- At least 5% of the Development's total units shall be accessible to individuals with mobility impairments and an additional 2% at a minimum of the Developments total units (but not less than 1) must be accessible to individuals with sensory impairments, in accordance with Section 504 of the Rehabilitation Act of 1973.

RECOMMENDED ACTION

Move to approve Amendment 1 to the Land Use Restriction Agreement (LURA) State Housing Initiatives Partnership (SHIP) Program between Highlands County and Highlands County Housing Authority, Inc.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Amendment1.LURA.Willie Downs.SGS (004).pdf

AMENDMENT 1 TO THE LAND USE RESTRICTION AGREEMENT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM

THIS AMENDMENT is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and HIGHLANDS COUNTY HOUSING AUTHORITY, INC., a Florida not-for-profit corporation, P.O. Box 1168, Sebring, Florida 33870, hereinafter referred to as "AGENCY".

WHEREAS, on August 2, 2022, the COUNTY entered into the Land Use Restriction Agreement State Housing Initiatives Partnership Program with the AGENCY ("Agreement") as recorded in Official Records Book 2923, Page 1259, of the Public Records of Highlands County, Florida, which placed certain land restrictions on that property, owned by the AGENCY, which is located at 2300 Hammock Road, Sebring, Florida 33872 ("Property"); and

WHEREAS, the Agreement contemplates certain restrictions related to the units being constructed on the Property; and

WHEREAS, the AGENCY entered into a similar use restriction agreement with Florida Housing Finance Corporation related to the same Property; and

WHEREAS, it was the intent of the COUNTY and the AGENCY that the terms of the Agreement be consistent with that agreement between the AGENCY and the Florida Housing Finance Corporation; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens and taxpayers of Highlands County to revise the unit restrictions set forth in the Agreement to be consistent with the restrictions set forth in the AGENCY agreement with Florida Housing Finance Corporation.

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 AGENCY is amended as follows:

1. Paragraph 1, Eligibility of Assisted Units, is hereby amended as follows, with the remaining portions of Paragraph 1 remaining as written:

   During the Affordability Period, as defined below, the Property, consisting of 50 units, of which four (4) units: three (3) mobility impairments and one (1) sensory impairment, shall be rented, or held available for rental on a continuous basis to person or families who are eligible for assistance through the SHIP housing strategy "Special needs Housing and Rental Development."

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this _____ day of _____ 2024.

HIGHLANDS COUNTY

_____
Kevin Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of the Court

HIGHLANDS COUNTY HOUSING AUTHORITY, INC.

_____
Print: _____
Title: _____

WITNESSES:

_____
Print: _____

_____
Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____ as _____ of Highlands County Housing Authority, Inc., who personally swore or affirmed that he/she is authorized to execute this Amendment and thereby bind the Agency, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC, State of Florida

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER: **Dawn Ritter, Natural Resources Manager**

SUBJECT/TITLE: **Request approval of Ridge to River Conservation Planning Study agreement with North Florida Land Trust.**

STATEMENT OF ISSUE

The Ridge to River Conservation Planning Study will get an understanding of the residents' desires or lack thereof for conservation efforts. The consultant, North Florida Land Trust, will have roughly two years to gather all data and information on Highlands County residents' interest on conservation efforts. The final plan will have information to acquire, preserve, protect, manage, and restore endangered and environmentally sensitive lands, water resources, and important wildlife habitat as part of Highlands County conservation. The Ridge to River Conservation Planning Study funding is via the Conservation Trust Fund and was motioned for approval via the Natural Resources Advisory Committee's to move forward with this project in February 7, 2024.

RECOMMENDED ACTION

Move to approve Ridge to River Conservation Planning Study agreement with North Florida Land Trust.

FISCAL IMPACT

There is no fiscal impact to Fund 129 (Conservation Trust Fund) at this time. During FY24/25, a project will be set up and a budget amendment will be brought before the Board for the contract amount of $68,509.00.

Attachments: 24-016.Ridge to River_Land Trust Agreement 9.18.2024_FINAL_SIGNED_NFLT.pdf

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and North Florida Land Trust, Inc., 843 W Monroe Street, Jacksonville, Florida 32202, hereinafter referred to as the "CONTRACTOR" (the "Parties" and each, a "Party").

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Ridge to River Conservation Planning Study Services, pursuant to the COUNTY's Purchasing Policy and RFP 24-016-SDQ; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in RFP 24-016-SDQ; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall be for a period of two (2) years beginning on the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY, and upon mutual agreement of the Parties, for one (1) additional year.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. OBLIGATIONS OF THE CONTRACTOR.

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

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully

complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

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

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

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

E. The CONTRACTOR shall ensure their firm and all personnel is properly licensed and insured throughout the term of this Agreement.

F. The COUNTY requires the CONTRACTOR to remove all their personnel from COUNTY property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment on the job is deemed to be contrary to the interest of the COUNTY.

G. CONTRACTOR shall maintain a drug-free workplace and comply with Florida Statutes Section 287.087.

SECTION 5. STANDARD OF CARE.

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

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

C. If, at any time during the contract term, the service performed, or work done by the CONTRACTOR is considered by COUNTY to create a condition that threatens the health, safety, or welfare of the community, the CONTRACTOR shall, on being notified by the COUNTY, immediately correct such deficient service or work. In the event the CONTRACTOR fails, after notice, to correct the deficient service or work immediately, the COUNTY shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the CONTRACTOR.

D. CONTRACTOR shall resolve all complaints against CONTRACTOR within five (5) business days of receipt of same. Failure to properly resolve complaints within five (5) business days may result in cancellation of this Agreement. Repeat complaints against the CONTRACTOR may result in termination of this Agreement.

SECTION 6. COMPENSATION.

A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

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

C. Payment will be based on receipt of a proper invoice and satisfactory contract performance. A proper invoice must include the following items:

i. The CONTRACTOR's name as it appears in this Agreement
ii. The date of the invoice preparation
iii. An identifying number to facilitate identification of the invoice
iv. A description and location of work performed
v. Total amount due

vi. Purchase Order number
vii. The location and date of delivery of the goods or services or property to the COUNTY
viii. The quantity of the goods or services or property provided to the COUNTY
ix. The unit price of the goods or services or property provided to the COUNTY
x. The extended total price of the goods or services or property provided to the COUNTY
xi. All applicable charges and discounts
xii. The invoice shall not request or charge sales tax

SECTION 7. TERMINATION.

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

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

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

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

SECTION 9. INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE (including owned, hired, and non-owned autos): One Million Dollars ($1,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage liability.

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00);

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation of Florida law and Federal law for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. The policy must include Employer's Liability with a limit of $100,000.00 each accident, $100,000.00 each employee, $500,000.00 policy limit for disease. Evidence of qualified self-insurance status will suffice for this subsection; and

6. PROFESSIONAL LIMITED LIABILITY: $2,000,000.00 per occurrence.

B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. "HIGHLANDS COUNTY" as an Additional Insured,
4. Recognition of the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the Agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the COUNTY with proof of same.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR

shall maintain proof of same on file and made readily available upon request by the COUNTY.

F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the COUNTY upon reasonable request.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

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

SECTION 11. ENTIRE AGREEMENT.

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

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 13. PUBLIC RECORDS.

A. The CONTRACTOR understands that by virtue of this Agreement, all of its documents, records and materials of any kind, relating to the relationship created hereby, may be open to the public for inspection in accordance with Florida law.

B. 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:

GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.COM

C. 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.

SECTION 14. INDEPENDENT CONTRACTOR.

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

SECTION 15. APPLICABLE LICENSING.

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

SECTION 16. COMPLIANCE WITH ALL LAWS.

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

SECTION 17. INDEMNIFICATION.

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

termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

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

SECTION 19. BINDING EFFECT.

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

SECTION 20. ASSIGNMENT.

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

SECTION 21. 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 a court of competent jurisdiction held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 22. WAIVER.

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

SECTION 23. NOTICE.

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

COUNTY: Highlands County
ATTN: Laurie Hurner, County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Highlands County
Office of the County Attorney
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: North Florida Land Trust
ATTN: Allison DeFoor, President & CEO
843 W. Monroe Street
Jacksonville, Florida 32202

SECTION 24. MODIFICATION.

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

SECTION 25. HEADINGS.

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

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any

and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

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

SECTION 28. PUBLIC ENTITY CRIMES.

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

SECTION 29. JOINT AUTHORSHIP.

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

SECTION 30. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 31. AUDITING, RECORDS, AND INSPECTION.

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

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

SECTION 32. SOVEREIGN IMMUNITY.

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

SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

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

SECTION 34. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to

the same. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY. CONTRACTOR is prohibited from publishing or releasing any information related to the services under this Agreement without the prior written permission from the COUNTY, except as allowed by law.

SECTION 35. ELECTRONIC SIGNATURE.

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

SECTION 36. ATTACHMENTS

The Contractor hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the COUNTY as part of the CONTRACTOR's response to the COUNTY's solicitation RFP 24-016-SDQ. All such attachments are hereby ratified and if the Contractor knowingly submitting such attachments to the COUNTY with false or incorrect information, such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the COUNTY.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chair

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONTRACTOR

By: _____

Print: Allison DeFoor

Title: President/CEO - NFLT
No. FL Land Trust

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of James Allison DeFoor, as ~~Pres~~ Sr President/CEO of No. FL Land Trust, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced FL Drivers License as identification, and who did/did not take an oath this 19th day of September, 2024.

(stamp)

SAMANTHA MARIE CARTAGENA
Notary Public - State of Florida
Commission # HH 574574
My Comm. Expires Jul 23, 2028
Bonded through National Notary Assn.

Samantha Cartagena
NOTARY PUBLIC, State of Florida

Exhibit "A"
Scope of Work

Project: Ridge to River Conservation Planning Study

The Ridge to River Conservation Planning Study will develop a conservation program for COUNTY to include detailed methodologies for identification, assessment, management, and acquisition strategies, in addition to options for future funding mechanisms and framework for identification of appropriate partnerships. The conservation program will guide the protection of COUNTY's natural resources, reflect the environmental conservation values of the community, and lay out a financial path for achieving conservation goals and objectives.

CONTRACTOR is to provide the following services for the Project. CONTRACTOR shall keep COUNTY informed of the progress of such work.
The Services are broken up into two Phases. Phase 1 seeks to get consensus on the direction of the Program. Phase 2 memorializes the results of Phase 1 and combines additional information from other stakeholders, the public and subject matter experts, into a final report on the Program for consideration by the Highlands County Board of County Commissioners (BoCC).

TASK 1. Phase 1 - Highlands County Board of County Commissioners Conservation Values Workshop.
CONTRACTOR shall develop an overall work plan and calendar for the workshops described herein and manage all workshop logistics that follow State and Federal guidelines. During Phase 1, the CONTRACTOR and the COUNTY shall work together to schedule a Board of County Commissioners Workshop wherein the CONTRACTOR will make a presentation before the BoCC to get a consensus on the direction of the Program and determine the BoCC's conservation values.

- Pre-Workshop meeting with County Project lead staff
- Pre-Workshop meeting with County leadership team: key staff from Manager's Office, Road and Bridge, Natural Resources, Parks & Facilities, Engineering/Surveying, Attorney's Office, Dev. Services/Planning, OMB
- Prepare Workshop presentation materials, to include education materials regarding Land Conservation program development in Florida and to determine the BoCC's conservation values regarding the characteristics of lands and natural resources to be protected.
- Facilitate BoCC Workshop to (1) get BoCC consensus on conservation program; and (2) identify BoCC priority conservation values.
- Draft Workshop Summary Report that includes:
    - Data and maps considered
    - Description of the consensus-building methodology
    - Consensus votes on the conservation program with sense of schedule and partners
    - Consensus votes on the BoCC priority conservation values with a draft values matrix and map of where potential properties lie that meet those criteria
    - Recommendations for further consideration/adoption.
- Review findings with County staff

- Present Report to BoCC at Regular Meeting. All costs associated with the preparation and presentation of the proposal will be borne by the CONTRACTOR.

Deliverables:

- On a bi-weekly basis, provide reports and meetings to COUNTY to receive interim feedback and guidance.
- Provide workshop summaries, capturing, analyzing, and summarizing workshops and information session experiences, reactions, and input of BoCC staff and participants.

TASK 2: Phase 2 -Highlands County community conservation values identification and Blueprint & Manual.

During Phase 2, the CONTRACTOR shall develop and host public workshops, prepare workshop summary reports with findings from public workshops, and prepare and present the final report on the Program to the BoCC.

- Prepare for and facilitate three (3) public workshops geographically spread around Highlands County to get a representative sample of participants in the identification of conservation values and goals.
- Host online survey for additional data gathering of community conservation value input.
- Prepare draft of Highlands Land Conservation Blueprint & Manual and recommendations for next steps. The draft shall include:
  - A land acquisition element
  - A land or water management element
  - A funding element
  - Incorporation of the results of the Phase I workshop
- Prepare Final Highlands County Land Conservation Blueprint/Manual and recommendations for next steps. The final shall also include:
  - Related maps for review and approval by the COUNTY
- Present draft to County staff, incorporate edits, prepare final draft.
- Present to BoCC at a regular meeting for adoption and to address any questions of the BoCC.
- Revise as necessary, to incorporate any final comments from the BoCC meeting into the document and send Final Blueprint & Manual to COUNTY.

Deliverables:

- On a bi-weekly basis, provide reports and meetings to COUNTY to receive interim feedback and guidance.
- Provide public workshop reports that analyze and summarize workshops and information session experiences, reactions, and input, including data and maps considered and recommendations for further consideration/adoption.
- Provide a final document including related maps for review and approval by COUNTY. After review, the report is to be refined and presented to COUNTY prior to review by the BoCC

TASK 3: Highlands County Land Conservation Feasibility Study.

- With the Trust for Public Land, engage with key COUNTY staff to determine capacity and preference for funding.
- With the Trust for Public Land, conduct polling to determine COUNTY residents' preferences/capacity/willingness to support a land conservation program.
- With Trust for Public Land, summarize key findings in a Feasibility Study and share with COUNTY staff and the BoCC.

Deliverables:

- On a bi-weekly basis, provide reports and meetings to COUNTY to receive interim feedback and guidance.
- Provide a final document incorporating any final comments from the BoCC meeting into the document and finalize for delivery to COUNTY.

PERIOD OF SERVICES:

Upon receipt of a duly executed copy of a Purchase Order and this Authorization Form, the CONTRACTOR will promptly initiate the Scope of Services outlined above.

Task will need to be provided to meet November 2026 referendum if majority wishes to work towards, final feasibility study will need to be submitted to the COUNTY by May 29, 2026, and all services completed by November 30, 2026. If the November 2026 referendum is not supported, CONTRACTOR shall provide additional educational tools for the BoCC to continue educational efforts.

If the COUNTY identifies or the CONTRACTOR recommends any additional services or phases to be provided by the CONTRACTOR that are not covered under the Agreement but are related and beneficial to the Program, such additional services, including scope, timing, and fees of any additional services must be mutually agreeable between the COUNTY and the CONTRACTOR and authorized in writing by the COUNTY.

Handout material given to the BoCC and the public will not be returned.

Exhibit "B"
Compensation

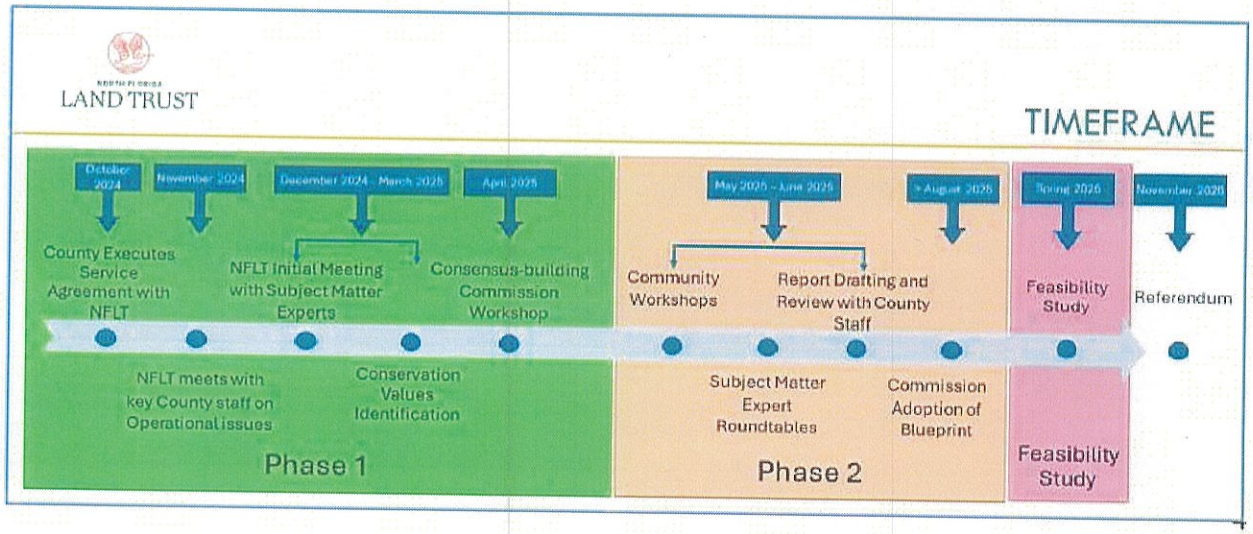
Ridge to River Conservation Planning Study		
TASK	**DESCRIPTION**	**FEE**
1	Phase 1 - Highlands County Board of County Commissioners Conservation Values Workshop.	$31,684
2	Phase 2 -Highlands County community conservation values identification and Blueprint & Manual.	$34,826
3	Highlands County Land Conservation Feasibility Study.	$2,000
*See Notes below.		
FIXED FEE (Including Reimbursable Expenses)		$68,509

*Notes:

1. Total Fee calculates facilitation of three public meetings.
2. Payments are to be made upon completion of each task, deliverable provided, and receipt of a proper invoice.
3. Task 3 cost is $59,950, of which $57,950 will be privately funded
4. Task 2 - and its cost - is contingent upon County direction to proceed after Task 1 is completed. Similarly, Task 3 is contingent upon County direction to proceed after Task 2 is completed.

Provide Employee Job Title and Hourly Rate for each:

Ridge to River Conservation Planning Study	
EMPLOYEE JOB TITLE	**HOURLY RATE**
Director Conservation Acquisitions	$79.00
Strategic Planning Coordinator	$48.00
Conservation Acquisitions Manager	$70.00
Operations Manager	$63.00



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 1, 2024

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-01 for Budget Amendment 24-25-001 to realign General Fund revenues.**

STATEMENT OF ISSUE

When the Sheriff's budget for the Environmental Law Enforcement Program was entered in the budget software, staff neglected to enter the corresponding revenue associated with this program which then defaulted to Fund Balance Brought Forward when balancing General Fund. This budget amendment will move the budgeted revenue from Fund Balance to Interfund Transfers which is funded by Solid Waste.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-01 for Budget Amendment 24-25-001 to realign General Fund revenues.

FISCAL IMPACT

The fiscal impact in Fund 005 (General) of $140,036 is merely transferring revenue from account 3999100 (Fund Balance Brought Forward) to account 3810000Z (Project Interfund Transfer) with a net fiscal impact of $0.00.

Attachments: 24-25-001 Sheriff_Environmental LE Program Correction (BA).pdf
24-25-001R Sheriff_Environmental LE Prog. Correction (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
September 20, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **9/19/2024** SUBMITTED BY: **OMB**

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

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

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3999100**	**Fund Balance Brought Forward**		**5,263,084.00**		**140,036.00**	**5,123,048.00**
R	**005**		**3810000Z**	**Project Interfund Transfer**		**0.00**	**140,036.00**		**140,036.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To correct the omission of budgeting for the Environmental LE Program thru Project Interfund Transfer instead of using Fund Balance Brought Forward.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-001**

ACTION:

Board	____	Approved	____	Denied
County Administrator	____	Approved	____	Denied

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 08/05/2020

RESOLUTION NO. 24-25-001

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-001 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 24-25-001 is hereby approved and authorized to appropriate State Grant awarded funding for Architectural Inventory and Evaluation of Historic Lakeside Resources to Project #21097 for FY23/24. The net fiscal impact is an increase in the amount of $23,600.00.

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 1st day of October, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER: **Vikki Brown, Highlands Library System Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-183 to realign funding in Project 08048 Sebring Library Donations.**

STATEMENT OF ISSUE

This budget amendment is necessary to realign funds within Project 08048 Sebring Public Library Donations to provide funding for the AutoLend Vending Library annual software license and equipment maintenance.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-183 to realign funding in Project 08048 Sebring Library Donations.

FISCAL IMPACT

The fiscal impact is $5,490.00 to Fund 005 (General Fund) but is included in the budget in Project 08048 within cost center 6210 (Sebring Library). This budget amendment is transferring budgeted funds from account 55200Z (Project Operating Supplies) to account 55402Z (Project Subscriptions).

Attachments: 23-24-183 Proj 08048 Libraries - Sebring Realignment (BA).pdf

REVIEWED
O.M.B DEPARTMENT
September 23, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **9/19/2024** SUBMITTED BY: **Vikki Brown**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **6210**

PROJECT(S) #: **08048** PROJECT TITLE(S): **Sebring Library Donations** COST CENTER TITLE(S): **Libraries - Sebring**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	6210	55200Z	Project Operating Supplies	08048	12,063.12		5,490.00	6,573.12
E	005	6210	55402Z	Project Subscriptions	08048	0.00	5,490.00		5,490.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To realign funds within Project 08048 Sebring Public Library Donations to provide funding for the AutoLend Vending Library annual software license and equipment maintenance.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-183**

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: October, 1, 2024.

PRESENTER:

SUBJECT/TITLE: Request approval of the June 18, 2024, Regular Meeting Minutes of the Board.

RECOMMENDED ACTION

Move to approve June 18, 2024, Regular Meeting Minutes of the Board.

Attachments: 061824REG.pdf

REGULAR MEETING OF THE BOARD, JUNE 18, 2024

1. The meeting was called to order at 9:00 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kevin J. Roberts
Commissioner Arlene Tuck
Commissioner Chris Campbell
Commissioner Scott A. Kirouac
Commissioner Don Elwell

Also, present: Laurie Hurner, County Administrator, Sherry Sutphen, County Attorney, Sally Hood, Accounting and Finance Director, and Savannah Demeri, Deputy Clerk.

2. INVOCATION:
The meeting opened with a prayer led by Kevin Roberts, Chairman, with the Highlands County Board of Commissioners.

3. PLEDGE OF ALLEGIANCE:
The Pledge of Allegiance was led by John Pointer, Lieutenant with the Highlands County Fire Rescue.

4. ANNOUNCEMENTS:
The Highlands County Board of Commissioners will hold a Special Meeting on Tuesday, June 18, 2024, at 10:00 a.m. or as soon thereafter as possible, for the purpose of holding a Workshop on the proposed 2024/2025 budget, in the Board room, 600 S. Commerce Ave. Sebring

The Children's Services Council will hold a General Body Meeting on Wednesday, June 19, 2024, at 8:00 a.m. in the Board room, 600 S. Commerce Ave. Sebring

The Road Committee will hold a meeting on Wednesday, June 19, 2024, at 2:00 p.m. in the Road & Bridge Conference Room, 4344 George Blvd. Sebring

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, June 19, 2024, at 3:30 p.m. in the Engineering Training Room, 505 S. Commerce Ave. Sebring.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
None presented.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Presentation to Employee of the Quarter, 1st Quarter of 2024.
J.D Langford, County Engineer, presented the Employee of the Quarter Award to Vickey Linsinbigler, Engineering Administrator. ***See SMB 154 Page 86.***

B. Presentation of Years of Service Awards.
Bob Diefendorf, Solid Waste Manager, recognized Robert Farabee, Operator III, for his hard work throughout the time he has worked with the County.

Jonathan Harrison, Road and Bridge Director, presented the 5 Years of Service Award to Sandy Brown, Road and Bridge Service Aid.

J.D Langford, County Engineer, awarded Carly Fitzgerald, GIS Manager, for her 5 years of service.

Kelly Duppenthaler, Interim Fire Chief, presents the Years of Service Awards to, Daniel Washington, Paramedic, Luis Rodriguez, Lieutenant, Paramedic Marjorie Cauffield, Luke Jason, Battalion Chief, for their dedication to the Highlands County Fire Rescue their combined 35 years of service. ***See SMB 154 Page 87***

7. PUBLIC COMMENT:
Jeffery Jennine, Highlands County Resident, addressed the Commission to bring attention to issues happening near Sun'N Lake Blvd that is blocking him and others from accessing the Medical Professionals as well as the Advent Hospital.

8. CONSENT AGENDA:
Commissioner Kirouac moved approval of the consent agenda as presented with the amendment of Item 8O. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Request to adopt Resolution 23-24-123 for Budget Amendment 23-24-114 to appropriate funds in the amount of $121,342.12 to the Memorial Dr. - Pompano Dr. to Sebring Parkway multi-use path project. *See SMB 154 Page 88 and Res. Bk 36 Page 17.*

B. Request approval to declare the indicated lists of library materials surplus and allow designated items to be donated to the Friends of the Library of Avon Park. All Library Friends groups are nonprofit corporations. *See SMB 154 Page 89.*

C. Release of Lien. *See Official Records.*

D. Request approval of Amendment 1 to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the New Traffic Operations Building and the adoption of Resolution 23-24-109 for Budget Amendment 23-24-099 to appropriate additional funds to Project No. 19007, and ITB No. 22-013. *See E.O Koch File and Res. Bk 36 Page 18.*

E. Request approval of Amendment 1 between Highlands County and Airstream Ventures, LLC. *See Tourist Development Council File.*

F. Request approval of Amendment 1 between Highlands County and Airstream Ventures, LLC. *See Tourist Development Council File.*

G. Request approval of Amendment 1 between Highlands County and Airstream Ventures, LLC. *See Tourist Development Council File.*

H. Request approval of Amendment 1 between Highlands County and Airstream Ventures, LLC. *See SMB Tourist Development Council File.*

I. **Request approval to expend State Forfeiture Funds from the Special Law Enforcement Trust Fund.** *See SMB 154 Page 90.*

J. **Request approval of a Sport Event Tourist Development Grant for the 2024 Youth Baseball Division II State Tournament per the recommendation of the Tourist Development Council.** *See Tourist Development Council File.*

K. **Request acceptance of the JAG Countywide Certification of Participation (COP) to apply for the grant as well as the 51 % Letter that are required.** *See Highlands County Sheriff's Office (JAG) File.*

L. ***Request adoption of Resolution 23-24-132 for Budget Amendment 23-24-121 for Project 23087 E911 Cybersecurity Special Disbursement.*** *See SMB 154 Page 91 and Res. Bk 36 Page 19.*

M. **Request approval of Resolution 23-24-131 for Budget Amendment 23-24-120 for Project 23085 EOC Steel Warehouse.** *See SMB 154 Page 92 and Res. Bk 36 Page 20.*

N. **Request adoption of Resolution 23-24-130 for Budget Amendment 23-24-119 for Project 23055 Hurricane Irma PAAP DAC.** *See SMB 154 Page 93 and Res. Bk 36 Page 21.*

O. **Request approval of the Interlocal Agreement between Highlands County and the School Board of Highlands County for cost sharing related to the construction of turn lane and school zone improvements on CR 29.** *See School Board of Highlands County File.*

P. **Request to approve Amendment No. 3 to Agreement No. 20126 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the term of Agreement from June 30, 2024, to December 31, 2024.** *See Florida Fish and Wildlife Conservation File.*

Q. **Request approval of A.D. Morgan TOA 1-1 for construction services for the Avon Park Tax Collector Remodel project.** *See A.D. Morgan File.*

R. **Request adoption of Resolution No. 23-24-133 for Budget Amendment (B/A) 23-24-122 to appropriate funds to Project No. 23089, CR 29 Turn Lanes and School Zone Improvements.** *See SMB 154 Page 94 and Res. Bk 36 Page 22.*

S. **Request adoption of Resolution 23-24-134 for Budget Amendment 23-24-124 to reverse a portion of encumbrances that rolled from FY 22/23 into FY 23/24.** *See SMB 154 Page 95 and Res. Bk 36 Page 23.*

T. **Request adoption of Resolution 23-24-135 for Budget Amendment 23-24-125 to reverse a portion of Project encumbrances that rolled from FY 22/23 into FY 23/24.** *See SMB 154 Page 96 and Res. Bk 36 Page 24.*

U. **Status Update on the National Pollutant Discharge Elimination System (NPDES) Phase II permitting efforts.** *See SMB 154 Page 97*

9. COMMITTEE ASSIGNMENTS:

10. PUBLIC HEARING:

A. Public hearing to consider proposed amendments to the Highlands County Land Development Regulations pertaining to Manufactured Home and RV Park requirements, and to schedule the adoption hearing.

Cyndi Kramer, Planning and Zoning Manager presented this request. Sergio Garcia, Planner II, and Leah Sauls, Development Services Director were also present to answer questions. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chairman Roberts opened the floor for Public Comment. Input was received by Frank Youngman, Planning and Zoning asks the Board if there will be a Workshop set up.

Sherry Sutphen, County Attorney, clarified that the only process being put into place besides staff meetings would be Public Hearings brought before the Board.

Ray Royce, Heartland Ag Commission, addressed the Board about density issues and the funding that will accompany it.

Pam Fentress, Lake Placid resident, questioned requirements listed through the staff packet and asks the Board to compare them to surrounding counties.

Jeff Kennedy, Highlands County resident, requested that there be a public workshop with P&Z staff to address issues and get clarity.

Joseph Kovishesh, Attorney with Louns Law firm, advised that his clients are in favor of the Moratorium however he does suggest that the public should be eligible in the decision process.

Greg Karlson, Advantage Realty, said that the moratorium is going to give staff and the public the time and chance to better understand the new regulations and requirements.

Sherry Sutphen, County Attorney stated a motion to continue Ordinance No. 23-24-29 to a date uncertain and directs staff to bring back an amendment to the existing Moratorium to extend it for 90 days. Commissioner Kirouac moved the stated motion. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Land Development Regulations File.***

B. Proposed amendment to Highlands County Code of Ordinances, Chapter 5 - Health and Sanitation.

Dustin Finch, Interim Chief, presented this request, accompanied by Kelly Duppenthaler, Interim Chief.

Chairman Roberts opened the floor for public comment. Input was not received.

Commissioner Campbell moved approval of the proposed amendment to Highlands County Code of Ordinances, Chapter 5 Health and Sanitation. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 154 Page 98 and Ordinance Bk 20.***

C. Request adoption of Ordinance 23-24-32 pursuant to Florida Statues, Section 125.66

James Duppenthaler, Interim Fire Chief, presented this request.

Chairman Roberts opened the floor for public comment. Input was not received.

No action was taken. ***See SMB 154 Page 99 and Ordinance Bk 20.***

D. Request to approve Resolution 23-24-113 for closing the platted portion of roadway name Austin Road.

J.D Langford, County Engineer, presented this request.

Chairman Roberts opened the floor for public comment. No input was received.

Commissioner Tuck moved approval of Resolution 23-24-113 for closing the platted portion of roadway name Austin Road. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 154 Page 100 and Res. Bk 36 Page 25.***

11. ACTION AGENDA:

Commissioner Campbell moved approval to set the action agenda with the removal of 11B and the addition of Item 11F and the removal of Item 11B. Commissioner Kirouac seconded the motion. Upon roll call all Commissioners voted aye.

A. Consideration of Agreement with Comanco Environmental Corporation for the Highlands County Solid Waste Management Center Class I Cell 5 Landfill Expansion Pursuant to ITB 23-030-KS.

Robert Diefendorf, Solid Waste Director, presented this request**.**

Commissioner Tuck moved approval of the request as presented. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Comanco Environmental Corporation File.***

B. Consider Statement of Legislative Intent for amendments to "clean up" the Land Development Regulations.

Cyndi Kramer, Planning and zoning Manager, presented this request.

Chairman Roberts opened the floor for Public Comment. No input received.

Direction from the Board to proceed was given to staff. No action was taken. ***See SMB 154 Page 101***

C. Request approval of Amendment #0008 to Subcontract Agreement 20-25-42 between Highlands County and the Ounce of Prevention Fund of Florida to continue Healthy Families services in Highlands County for the grant period of July 1, 2024, through June 30, 2025.

Cynthia Acevedo, Healthy Families Program Manager / Community Programs Assistant Director, presented the request.

Chairman Roberts opened the floor for Public Comment. No input was received.

Commissioner Elwell moved approval of Amendment #0008 to Subcontract Agreement 20-25-42 between Highlands County and the Ounce of Prevention Fund of Florida to continue Healthy Families services in Highlands County for the grant period of July 1, 2024, through June 30, 2025. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Healthy Families File.***

D. Request approval of Budget Amendment 23-24-118 to realign funds from Road Construction Projects.

J.D Langford, County Engineer, presented the request.

Chairman Roberts opened the floor for public comment. No input was received.

Commissioner Campbell moved approval of Budget Amendment 23-24-118 to realign funds from Road Construction Projects. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 154 Page 102.***

E. Request Adoption of Resolution 23-24-136 pertaining to and approving the Right of Way Improvement Agreement with P-House Ranch, LLC.

J.D Langford, County Engineer, presented this request.

Chairman Roberts opened the floor for public comment. No input was received.

Commissioner Kirouac made a motion to adopt Resolution 23-24-136 pertaining to and approving the Right of Way Improvement Agreement with P-House Ranch, LLC. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 154 Page 103.***

12. COUNTY ADMINISTRATORS AND LEGAL:

A. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, advised there have been no new lawsuits. ***See SMB 154 Page 104.***

B. Commissioner's Priorities and the Project Status Report.

Laurie Hurner, County Administrator, made the Commission aware that there are new budget findings as well as an increase in the County's Budget percentile. ***See SMB 154 Page 105.***

13. INFORMATIONAL:

A. Board payables from June 18, 2024, through July 1, 2024**. *See Check Report file.***

14. COMMISSIONERS:
Commissioner Campbell: No report.

Commissioner Elwell: No report.

Commissioner Kirouac: No report.

Commissioner Tuck hopes everyone had a great Father's Day.

Chairman Roberts recognized Rick Engler, as he has been a part of the Planning and Zoning committee for over 18 years.

15. ADJOURN
Chairman Elwell moved to adjourn the Regular Meeting of the Board.

Chairman Roberts called for those in favor. The ayes have it and the motion carried.

The meeting adjourned at 11:31 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER:	**County Administrator Laurie Hurner**
SUBJECT/TITLE:	**Request approval to authorize the Property Appraiser to extend the 2024 ad valorem property tax roll prior to completion of the Valuation Adjustment Board hearings.**

STATEMENT OF ISSUE

Tax Collector Eric Zwayer is requesting that the Board authorize the Property Appraiser to extend the 2024 ad valorem property tax roll prior to completion of the Value Adjustment Board Hearings

RECOMMENDED ACTION

Move approval to authorize the Property Appraiser to extend the 2024 ad valorem property tax roll prior to completion of the Valuation Adjustment Board hearings.

Attachments: Laurie Hurner Extend Tax Roll 2024.pdf

ERIC T. ZWAYER
Tax Collector
Serving Highlands County
540 South Commerce Ave • Sebring, Florida 33870
www.hctaxcollector.com (863) 402-6685

September 19, 2024

Laurie Hurner, County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

Dear Ms. Hurner:

This letter is being submitted as a formal request asking the Board of County Commissioners to authorize the Property Appraiser to extend the 2024 ad valorem property tax roll prior to completion of the Valuation Adjustment Board hearings. It is important to afford the taxpayers of Highlands County the opportunity to pay their taxes during each of the four discount periods allowed by law. Prompt action by the Board will ensure this. This extension will also allow the collection of revenue for the various taxing authorities to begin November 1, 2024. Authority for early extension of the tax roll is provided in F.S. 197.323. Thank you.

Sincerely,

Eric T. Zwayer

Eric T. Zwayer
Tax Collector
Serving Highlands County

cc: Honorable Raymond McIntyre, Property Appraiser

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 1, 2024

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of JAG-Local Grant Application FY 24-25.**

STATEMENT OF ISSUE

The Highlands County Sheriff's Office seeks Board approval for a grant to continue the work of the Behavioral Health Court Deferred Prosecution Program in the amount of $17,223. This grant funds work done by Tri-County Human Services, Inc. to divert mentally ill defendants away from jails and into community-based mental health treatment with judicial oversight. There is no match required.

RECOMMENDED ACTION

Move to approve the attached JAG Local Grant Application, number JustGrants Application ID: A-501362 and authorize the electronic submittal in accordance with the grant terms and conditions.

FISCAL IMPACT

The fiscal impact is a decrease to the 005 (General Fund) in the amount of $2,349.00. This grant was anticipated and was in the Adopted Budget for FY24-25 in the amount of $19,572 but it came in slightly under.

Attachments: JAG Cover Memo_Application.pdf

Highlands County Board of County Commissioners

JAG Local Solicitation Application FY 2024

JustGrants Application Case ID: A-501362

Application Contents

Proposal Narrative

Budget Detail Worksheet

Budget Detail Narrative

Governing Body Review

Disclosure of Process for Compensation

Internal Control Questionnaire

Disclosure of Lobbying

JAG-D Copy of Pending Online Application

Application Review SF-424

Board Chair Certification

Please note that the application is submitted online through the Department of Justice "JustGrants" website and formatting of submitted documents may differ from those presented herein. Also, please note that the attached documents may not be in the same order as represented above.

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2024
JustGrants Application Case ID: A-501362
PROPOSAL NARRATIVE

Summary of Project. The Highlands County Sheriff's Office seeks funding from the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program for the project titled "Behavioral Health Deferred Prosecution Program". This project supports the Tenth Judicial Circuit's established Behavioral Health Court in Highlands County. The Behavioral Health Court will divert mentally ill defendants away from jails and into community-based mental health treatment with judicial oversight. Using a non-adversarial approach, the program stresses a closely coordinated effort between the Court, attorneys, law enforcement and community treatment and service agencies to address complex social and behavioral health problems that cause these defendants to cycle repeatedly through the criminal justice system.

Statement of the Problem. The Mental Health Court Steering Council has identified a service gap for jail inmates in Highlands County that results in mentally ill defendants languishing in the Highlands County jail for months or longer without treatment for their illness.

Project Design and Implementation. This project would help fund contractual services provided by Tri-County Human Services, Inc. (TCHS), a private not-for-profit organization providing substance abuse, mental health and co-occurring treatment, referral and counseling services. TCHS would provide a part-time program director that would coordinate project activities in accordance with the attached Behavioral Health Deferred Prosecution Program flowchart. TCHS will evaluate inmates that meet the criteria established for participants in the Behavioral Health Court.

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2024
JustGrants Application Case ID: A-501362
PROPOSAL NARRATIVE

Capabilities and Competencies. TCHS is a respected community organization that provides high quality professional behavioral and mental health services. This project is the continuation of a successful program that diverts offenders from incarceration to rehabilitation and release through proper assessments and screenings, individual and group counseling, and various educational programs. The program has proven successful in reducing recidivism.

Project Identifiers. This project is designed to evaluate offenders for entry into the program that have the greatest chance of recovery. Project activities include, but are not limited to, the following identifiers:

Screening. Based upon referrals from project partners, offenders entering the Highlands County Jail will be screened for possible participation in the BHP.

Sentencing. Offenders meeting BHP criteria will be referred to the State Attorney for review and/or further coordination with the Court.

Drug Testing. Participants meeting BHP criteria will be routinely evaluated and tested throughout the grant period.

Individual/Group Counseling. BHP participants will receive counseling during the grant period.

Case Management. BHP participants will receive case management services during the grant period.

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2024
JustGrants Application Case ID: A-501362
PROPOSAL NARRATIVE

Plan for Collecting Data for Performance Measures. TCHS will manage the collection of data, including the number of offenders screened, the number and types of psycho-social assessments, the drug and alcohol screening required under the program. In addition, TCHS will manage the implementation and reporting required under the project's group and individual counseling programs. **Program data, deliverables and outcomes will be reported as required in the Grant Management System.**

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2024
JustGrants Application Case ID: A-501362
GRANT ID: C-BJA-2024-00091-PROD
BUDGET DETAIL NARRATIVE

Contractual Services ($17,223): The Behavioral Health Court program utilizes the services of Tri-County Human Services, Inc. ("TCHS") which will provide the services necessary to identify and monitor inmates eligible for and enrolled in the program. The services include, but are not necessarily limited to, completion of necessary program entry forms, transitional planning necessary and appropriate for each individual, attendance at AA, NA or other support group meetings, coordinating drug tests and providing individual counseling sessions with inmates. All of the services provided by TCHS exceeding the award amount will be covered by local funds. TCHS will perform the following services to support the project:

a. Complete, update and submit required reports and documentation forms.

b. Interview inmates and collect information required to complete a comprehensive targeted case management plan.

c. Maintain records, updates, and provide case status information.

d. Collect and maintain data necessary to provide accurate grant reporting.

e. Act as liaison between mental health community and persons served.

f. Provide case management and mental health services coordination.

g. Work with Pre-Trial Release professionals to determine eligibility.

h. Coordinate efforts of the Court for each person served.

i. Monitor compliance of each person served.

j. Provide instruction in substance abuse prevention, anger management, communication and decision-making skills.

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2024
JustGrants Application Case ID: A-501362
GRANT ID: C-BJA-2024-00091-PROD
BUDGET DETAIL NARRATIVE

We expect to execute a contract with TCHS which will require TCHS to provide monthly billing in accordance with their deliverables. The billings will be itemized in sufficient detail to provide accountability for the services rendered.

The JAG Direct Grant funds will pay a portion ($1,435.25/month) of the monthly billing for Behavioral Health Court Program as described above.

Net:	17,223.00			
Vendor:	4228 - Tri-County Human Svcs			
Month	**Program**	**CC**	**Acct**	**Amount**
Sep-24	Behavioral Health Court Program	487	53100	1,435.25
Oct-24	Behavioral Health Court Program	487	53100	1,435.25
Nov-24	Behavioral Health Court Program	487	53100	1,435.25
Dec-24	Behavioral Health Court Program	487	53100	1,435.25
Jan-25	Behavioral Health Court Program	487	53100	1,435.25
Feb-25	Behavioral Health Court Program	487	53100	1,435.25
Mar-25	Behavioral Health Court Program	487	53100	1,435.25
Apr-25	Behavioral Health Court Program	487	53100	1,435.25
May-25	Behavioral Health Court Program	487	53100	1,435.25
Jun-25	Behavioral Health Court Program	487	53100	1,435.25
Jul-25	Behavioral Health Court Program	487	53100	1,435.25
Aug-25	Behavioral Health Court Program	487	53100	1,435.25
	Total grant funded program			17,223.00

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2024
JustGrants Application Case ID: A-501362
GOVERNING BODY REVIEW

The Highlands County Sheriff's Office 2024 Edward Byrne Memorial Justice Assistance Grant Program (JAG) Local Solicitation application was reviewed and approved by the County Administrator, who has been granted legal authority by the Board of County Commissioners under authority granted by the Board and recorded in the records of Highlands County.

The complete application was reviewed and approved by the Highlands County Board of County Commissioners ("Board") in a regular County Commission Meeting which provided an opportunity for public comment on October 01, 2024.

Highlands County is not part of a disparate jurisdiction.

Highlands County Sheriff's Office

Sheriff Paul Blackman
400 S. Eucalyptus Street
Sebring, Florida 33870
863-402-7200
www.highlandssheriff.org

Dually Accredited

USDOJ/Bureau of Justice Assistance
BJA FY 24-JAG LOCAL SOLICITATION
Grant Application Case ID: A-501362

Subject: Disclosure of Process Related to Executive Compensation

The applicant is a Florida County governmental entity with legislated procedures for establishing compensation for executives. This letter confirms that the applicant complies with all State and Federal rules and regulations regarding compensation to its executives.

Further, we confirm the following: (1) the Highlands County Board of County Commissioners ("Board") reviews and approves compensation arrangements for covered persons; (2) no individual with a conflict of interest participates as a member of the Board reviews and approves a compensation arrangement for a covered person; (3) the Board is provided with the appropriate data to compare compensation in advance of the meeting, and (4) there are written or electronic records maintained by the applicant to document the decisions with respect to compensation of covered persons made by the Board.

HIGHLANDS COUNTY SHERIFF'S OFFICE

Angela Bollinger, Budget Manager

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name:* HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

** Street 1:* 600 S. COMMERCE AVE *Street 2:*

** City:* SEBRING *State:* FL: Florida *Zip:* 33870-3809

Congressional District, if known: FL-018

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
USDOJ/BUREAU OF JUSTICE ASSISTANCE

7. * Federal Program Name/Description:
Edward Byrne Memorial Justice Assistance Grant Program

CFDA Number, *if applicable:* 16.738

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*
$ 17,223.00

10. a. Name and Address of Lobbying Registrant:

Prefix: ** First Name:* N/A *Middle Name:*

** Last Name:* N/A *Suffix:*

** Street 1:* N/A *Street 2:*

** City:* N/A *State:* FL: Florida *Zip:*

b. Individual Performing Services (including address if different from No. 10a)

Prefix: ** First Name:* N/A *Middle Name:*

** Last Name:* N/A *Suffix:*

** Street 1:* N/A *Street 2:*

** City:* N/A *State:* *Zip:*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** ANGELA M BOLLINGER

***Name:** *Prefix:* Ms. ** First Name:* ANGELA *Middle Name:* MARIE

** Last Name:* BOLLINGER *Suffix:*

Title: BUDGET MANAGER **Telephone No.:** 863-402-7215 **Date:** 09/05/2024

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 09/05/2024

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000655

* c. UEI: DVGCMAE96DX5

d. Address:

* Street1: 600 S. COMMERCE AVE
Street2:
* City: SEBRING
County/Parish: HIGHLANDS
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 33870-3809

e. Organizational Unit:

Department Name: HCSO

Division Name: SHERIFF'S OFFICE

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.
* First Name: ANGELA
Middle Name: MARIE
* Last Name: BOLLINGER
Suffix:

Title: BUDGET MANAGER

Organizational Affiliation: HIGHLANDS COUNTY SHERIFF'S OFFICE

* Telephone Number: 863-402-7215
Fax Number: 863-402-7296

* Email: abollinger@highlandssheriff.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

*** 12. Funding Opportunity Number:**

O-BJA-2024-172239

* Title:

BJA FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation

13. Competition Identification Number:

C-BJA-2024-00104-PROD

Title:

Category 1– Applicants with eligible allocation amounts of less than $25,000

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

BEHAVIORAL HEALTH DEFERRED PROSECUTION PROGRAM

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL-018 * b. Program/Project: FL-018

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2024 * b. End Date: 09/30/2025

18. Estimated Funding ($):

* a. Federal	17,223.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	17,223.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. * First Name: ANGELA

Middle Name: MARIE

* Last Name: BOLLINGER

Suffix:

* Title: BUDGET MANAGER

* Telephone Number: 863-402-7215 Fax Number: 863-402-7296

* Email: abollinger@highlandssheriff.org

* Signature of Authorized Representative: ANGELA M BOLLINGER * Date Signed: 09/05/2024

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.

Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
Printed Name of Chief Executive	Title of Chief Executive
Name of Applicant Unit of Local Government	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 1, 2024

PRESENTER: **Jackie Gabrus, Accounting Manager Clerk of Courts**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-004 to adjust the Clerk of Court's FY 24-25 funding for the increase in 2025 health insurance premiums.**

STATEMENT OF ISSUE

Request approval of Budget Amendment 24-25-004 to adjust the Clerk of Court's FY 24-25 funding for the increase in 2025 health insurance premiums.

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-004 to adjust the Clerk of Court's FY 24-25 funding for the increase in 2025 health insurance premiums.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring $55,836.00 from cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) to cost centers 2102 (Clerk of Courts), 2110 (Clerk of Courts Other Services), 1014 (Pre-Trial Release), 1018 (Pro Se Services), 1033C (Law Library), account 51001 (Personal Services Elected Official) in the amounts of $41,976.00, $9,464.00, $3,220.00, $1,152.00, and $24.00, respectively.

Attachments: 24-25-004 Clerk Health Insurance Add'l Funding (BA).pdf
24-25-004 Clerk Health Insurance Add'l Funding (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
September 24, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **9/24/2024** SUBMITTED BY: **J. Gabrus**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **9990, 2102, 2110, 1014, 1018, 1033C**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Budgetary Expenditures AC/005, Clerk to Board; Clerk to Board Other Services; Pre-Trial Release Cir Criminal; Cir Ct Family ProSe' Services; Law Library**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	PROJECT	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	9990	59990	Reserve for Contingency		450,000.00		55,836.00	394,164.00
E	005	2102	51001	Personal Services - Elected Officials		3,521,391.00	41,976.00	-	3,563,367.00
E	005	2110	51001	Personal Services - Elected Officials		772,103.00	9,464.00	-	781,567.00
E	005	1014	51001	Personal Services - Elected Officials		214,812.00	3,220.00	-	218,032.00
E	005	1018	51001	Personal Services - Elected Officials		78,575.00	1,152.00	-	79,727.00
E	005	1033C	51001	Personal Services - Elected Officials		1,537.00	24.00	-	1,561.00
									-

REASON: **Adjust Clerk's Budget for Increase in Health Insurance Premium Employer Portion**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-004**

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2024-2025

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/24		BEGINNING BALANCE		**$450,000.00**	
10/01/24		24-25-004	($55,836.00)	$394,164.00	To provide add'l funding to Clerk budget for increased Health Insurance premiums.
REVISED TOTAL:				**$394,164.00**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER: **Chris Pruzinsky, Road and Bridge Operations Supervisor**

SUBJECT/TITLE: **Request to approve Budget Amendment 23-24-185 to realign funds for Dump Truck purchase shortage.**

STATEMENT OF ISSUE

Budget amendment 23-24-185 is requesting to appropriate funds to cover the shortage for a new dump truck with a net increase in the amount of $25,000.00. The shortage is due to the trade-in being modified to repair a water truck needed for the paving crew. The funds will be transferred from Reserve for Contingency.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-185 to realign funds for Dump Truck purchase shortage.

FISCAL IMPACT

The fiscal impact is an increase to Project 23006 in the amount of $25,000.00.

Attachments: 23-24-185 Proj 23006 Xfer Reserve for Dump Truck Add'l Funding (BA).pdf
23-24-185 Proj 23006 Xfer Reserve for Dump Truck Add'l Funding (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
September 25, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **9/25/2024** SUBMITTED BY: **Road and Bridge**

FUND(S): **151** FUND TITLE(S): **Local Govt Infra Surtax** COST CENTER(S) #: **4102A, 9990B**

PROJECT(S) #: **23006** PROJECT TITLE(S): **R&B Equipment Allocation 23/24** COST CENTER TITLE(S): **Transportation Projects, Budgetary Expenditure AC/151**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**151**	**9990B**	**59900**	**Reserve for Contigency**		**206,687.60**		**25,000.00**	**181,687.60**
E	**151**	**4102A**	**56400Z**	**Project Equipment**	**23006**	**0.00**	**25,000.00**		**25,000.00**
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To transfer Reserve for Contingency funds for shortage on the purchase of a Dump Truck.**

CE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-185**

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

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

TRANSFER TYPE:

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

Form Revised 08/05/2020

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

FISCAL YEAR 2023-2024

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/23		BEGINNING BALANCE		**$210,000.00**	
09/17/24	09/17/24	23-24-180	($3,312.40)	$206,687.60	To provide add'l funding for R&B pool vehicle
10/01/24		23-24-185	(25,000.00)	$181,687.60	To provide add'l funding for R&B dump truck.
REVISED TOTAL:				**$181,687.60**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct. 1, 2024

PRESENTER:	**Sherry G. Sutphen, County Attorney**
SUBJECT/TITLE:	**Request approval of Amendment 2 to the American Rescue Plan Act (ARPA) Subrecipient Grant Agreement between Highlands County and Sun 'N Lake Improvement District**

STATEMENT OF ISSUE

The American Rescue Plan Act (ARPA) Subrecipient Grant Agreement between Highlands County and Sun 'N Lake Improvement District dated September 6, 2022, expired on December 31, 2023. The project for which Sun N Lake was to receive reimbursement is not complete. As such, it is in the best interest of the citizens and taxpayers of Highlands County to amend the Agreement to extend the expiration date of same through December 31, 2024.

RECOMMENDED ACTION

Move to approve Amendment 2, to the American Rescue Plan Act (ARPA) Subrecipient Grant Agreement between Highlands County and Sun 'N Lake Improvement District.

FISCAL IMPACT

No fiscal impact.

Attachments: Amendment 2.pdf

AMENDMENT 2 TO AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT BETWEEN HIGHLANDS COUNTY AND SUN 'N LAKE IMPROVEMENT DISTRICT

THIS AMENDMENT 2 is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and Sun 'N Lake Improvement District, an independent special district organized and existing under the laws of the State of Florida, 5306 Sun N Lake Boulevard, Sebring, Florida 33872, ("SUB-RECIPIENT").

WHEREAS, SUBRECIPIENT entered into an ARPA Subrecipient Grant Agreement with the COUNTY on September 6, 2022, and amended the same through Amendment 1 on March 21, 2023 (collectively "Agreement"); and

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

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

1. Section 3 of the Agreement is hereby amended to extend the term of the Agreement for an additional period of one (1) year, retroactively back to January 1, 2024, extending through and including December 31, 2024.

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 2 effective this 23 day of September 2024.

HIGHLANDS COUNTY

Kevin Roberts, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

SUN 'N LAKE IMPROVEMENT DISTRICT

By: Beverly J. Phillips

Print: Beverly Phillips

Title: President

ATTEST:

By: Bossert GM

Raymond Bossert, General Manager

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 1, 2024

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-186 for FY 23/24 cost center cleanup for budgets exceeded.**

STATEMENT OF ISSUE

During the fiscal year, variances between budgeted and actual expenditures occur. These variances in account balances are addressed and the budget is adjusted accordingly.

This budget amendment is necessary to adjust negative Personal Expenditure and Non-Personal Expenditure category balances for various FY23/24 Board cost centers and realigns allocated funds into the corresponding account categories and appropriates revenues when needed so that the actual expenditures (by category) do not exceed the budget within that cost center.

RECOMMENDED ACTION

Move to approve budget amendment 23-24-186 for FY 23/24 cost center cleanup for budgets exceeded.

FISCAL IMPACT

The fiscal impact of $172,750.00 is a realignment to the following funds (amounts): Fund 005 General ($67,500.00), Fund 110 Transportation Trust ($94,750.00), Fund 123 Heartland Library Coop ($500.00) and Fund 176 State Court Facilities Trust ($10,000.00) totaling $172,750.00.

Attachments: 23-24-186 Cost Center Cleanup #3.pdf

REVIEWED
O.M.B DEPARTMENT
September 25, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **9/23/2024**

SUBMITTED BY: **OMB**

FUND(S): **See List** FUND TITLE(S): **See List** COST CENTER(S) #: **See List**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **See List**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**1052**	**56300**	**Improvements Other Than**		**20,000.00**		**10,000.00**	**10,000.00**
E	**005**	**1052**	**52300**	**Life & Health Insurance**		**8,485.00**	**500.00**		**8,985.00**
E	**005**	**1052**	**54600**	**Repair & Maintenance**		**2,500.00**	**9,500.00**		**12,000.00**
E	**005**	**2100**	**52200**	**Retirement Contributions**		**46,499.00**	**250.00**		**46,749.00**
E	**005**	**2100**	**54000**	**Travel & Per Diem**		**1,052.00**	**250.00**		**1,302.00**
E	**005**	**2104**	**52300**	**Life & Health Insurance**		**68,769.00**		**16,500.00**	**52,269.00**
E	**005**	**2104**	**55402**	**Subscriptions**		**8,187.00**	**5,500.00**		**13,687.00**

REASON: **To realign budgets to correct negative categories.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-186**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-186

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	2107	51200	Regular Salaraies & Wages		264,832.00	10,500.00		275,332.00
E	005	9990	59900	Reserve for Contingency		29,564.88		25,500.00	4,064.88
E	005	2111	56400	Machinery & Equipment		-	25,500.00		25,500.00
E	005	6105	51200	Regular Salaraies & Wages		64,883.00		8,500.00	56,383.00
E	005	6105	54400	Rentals & Leases		320.00	8,500.00		8,820.00
E	005	6303	55200	Operating Supplies		9,730.00		1,000.00	8,730.00
E	005	6303	51200	Regular Salaraies & Wages		246,007.00	1,000.00		247,007.00
E	005	6304	51200	Regular Salaraies & Wages		147,550.00		6,000.00	141,550.00
E	005	6304	54600	Repair & Maintenance		19,457.00	6,000.00		25,457.00
E	110	4103	51200	Regular Salaraies & Wages		226,215.00		12,500.00	213,715.00
E	110	4103	54600	Repair & Maintenance		19,198.00	12,500.00		31,698.00
E	110	4104	51200	Regular Salaraies & Wages		480,453.00		12,500.00	467,953.00
E	110	4104	55200	Operating Supplies		12,618.00	12,500.00		25,118.00
E	110	4105	51200	Regular Salaraies & Wages		596,738.00		10,000.00	586,738.00
E	110	4105	51400	Overtime		36,926.00		22,500.00	14,426.00
E	110	4105	52300	Life & Health Insurance		158,984.00		7,250.00	151,734.00
E	110	4105	54600	Repair & Maintenance		38,975.00	39,750.00		78,725.00

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-186

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	110	4106	51200	Regular Salaries & Wages		324,149.00		15,000.00	309,149.00
E	110	4106	54600	Regular Salaries & Wages		69,288.00	15,000.00		84,288.00
E	110	4108	51200	Regular Salaries & Wages		101,299.00		15,000.00	86,299.00
E	110	4108	55211	Gas & Oil		36,053.00	15,000.00		51,053.00
E	123	6208	51200	Regular Salaries & Wages		93,349.00		500.00	92,849.00
E	123	6208	55402	Subscriptions		273.00	500.00		773.00
E	176	1031B	51200	Regular Salaries & Wages		71,900.00		10,000.00	61,900.00
E	176	1031B	53400	Contractual Services		27,260.00	10,000.00		37,260.00
									-
									-
									-
									-
									-
									-
									-
									-

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER _____

FUND(S)	FUND TITLE(S)
005	General
110	Transportation Trust
123	Library Coop
176	State Court Facilities Trust

COST CTR(S)	COST CENTER TITLE(S)
1052	Misdemeanor Probation
2100	Business Services
2104	County Administrator
2107	Human Resources
2111	Central Services
6105	Sports Complex
6303	Natural Resources
6304	Coop Aquatic Plant Prog.
4103	Bridge & Concrete
4104	Maintenance Shop & Warehouse
4105	Traffic Operations
4106	ROW Maintenance
4108	County Shell Pit
6208	Heartland Library Coop
1031B	Court Facilities

COST CTR(S)	COST CENTER TITLE(S)

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER: **Brandon Gunn, Parks & Facilities Director**

SUBJECT/TITLE: **Request appointment of Jason Atkinson as City of Avon Park alternate member and Ariel Fells to serve a second term as regular voting member to the Highlands County Recreation & Parks Advisory Committee (RPAC).**

STATEMENT OF ISSUE

The Recreation and Parks Advisory Committee (RPAC) serves as the recommending body to the Board of County Commissioners for county-wide recreational infrastructure projects and funding. The RPAC committee consists of twelve (12) voting members and seven (7) alternate voting members. Of those nineteen (19) members, the Board of County Commissioners nominate four (4) voting members and two (2) alternate members from the unincorporated area of the County.

There are two (2) vacancies available. The first is for an alternate member for the City of Avon Park. The city has nominated Jason Atkinson to fill this seat. The second is for a county-wide at-large regular voting member. This vacancy was posted on the county's website on July 23, 2024, and we have not received any resumes for the seat. Ariel Fells is the current member for this seat and would like to serve a second term.

RECOMMENDED ACTION

Move to appoint Jason Atkinson as City of Avon Park alternate member and Ariel Fells to serve a second term as regular voting member to the Highlands County Recreation & Parks Advisory Committee (RPAC).

FISCAL IMPACT

There is no fiscal impact.

Attachments: CoAP Jason Atkinson.pdf
Ariel Fells RPAC Member Resume 2020.pdf

CITY OF AVON PARK

Highlands County, Florida

September 10, 2024

Highlands County Board of County Commissioners
600 S. Commerce
Sebring, Fl 33870

Ginger,

At the Council Meeting, September 9, 2024, the City Council unanimously voted for Jason Atkinson to serve on the RPAC Board as an alternate.

Jason Atkinson will be replacing Tim Devlin.

Thank you.

Sincerely,

Christian Hardman

Christian Hardman
Interim City Manager
City of Avon Park

ARIEL S. FELLS

DIRECTOR OF COMMUNITY SERVICE

Phone: (863) 243-3698
Email: afells@snldistrict.org
Address: 5079 Strafford Oaks Drive, Sebring, FL, 33875

OBJECTIVE

Enthusiastic Community Services Director eager to contribute to the Highlands County Recreation and Parks Advisory Committee with experience, attention to detail and excellent organizational skills. Clear understanding of recreational management and government budgets and training in business administration.

EXPERIENCE

Director of Community Service, June 2018 - Current
Sun 'n Lake of Sebring Improvement District – Sebring, FL

- Manages recreation operations and budget, including District facilities – pool, pickleball and tennis courts, fitness center, and rental facilities – recreation staff, and facility maintenance
- Formulates and oversees annual budgets for Recreation and Community Services departments, recommends purchase of supplies, equipment, service, and capital improvements
- Serves as the District's point of contact for visitors, current residents, and prospective residents relative to property rentals and ownership opportunities
- Creates marketing objectives by constructing communication initiatives and branding strategies to increase new resident outreach
- Oversees the marketing campaign and contracted agency to create, deploy and optimize effective campaigns for the District
- Coordinates all internal and external communications through a variety of media - including news releases, email blasts, brochures, consumer publications, and social media outlets
- Oversees the marketing campaign and contracted agency to create, deploy and optimize effective campaigns for the District.
- Coordinates all internal and external communications through a variety of media - including news releases, email blasts, brochures, consumer publications, and social media outlets

Manager of Marketing, August 2016 - June 2018
Sebring International Raceway – Sebring, FL

- Served as point-of-contact for corporate partners and oversaw contractual deliverables from planning to fulfillment
- Managed partner assets such as signage, media broadcasting, print advertisements, and digital advertisements
- Created partnership proposals for new partners and renewing partners based on available asset inventory and partnership need

EDUCATION

Master of Business Administration
May 2019 – Warner University

Bachelor of Applied Science
Business Supervision and Management
December 2014 – South Florida State College

SKILLS

- Exceptional interpersonal communication
- Strong project management skills
- Highly dependable
- Accurate and detailed
- Experienced with municipalities and budgeting
- Structured and organized

COMMUNITY

Leadership Highlands
August 2018 – June 2019

Sebring Sunrise Rotary
April 2016 – June 2018

Sebring Hall of Fame Board Secretary and Track Liaison
January 2015 – June 2016

South Florida State College – Cosmetology Advisory Committee
August 2014 – Current

Experience Continued

- Assisted with sponsorship acquisitions and oversaw corporate sponsorship management
- Planned and oversaw event and facility promotions
- Developed an annual marketing plan and budget
- Planned and executed on-site sponsor assets and experiences

Sebring Drag Racing Event Manager, April 2016 - June 2018
Sebring International Raceway – Sebring, FL

- Organized sub-events to enhance guest experience
- Coordinated with external agencies to produce “The FaceOff” premiere drag racing and drifting event
- Scheduled staffing needs for each event
- Managed sponsor accounts and delivered contractually obligated assets
- Created marketing collateral - print, broadcast, and digital - to advertise events

General Office Clerk, January 2015 - August 2016
Sebring International Raceway – Sebring, FL

- Assembled sponsor portfolios and event summaries, with meticulous attention to detail, to submit to high profile sponsors
- Compiled and maintained a database of sponsor contracts to track and deliver upon contractual assets
- Drafted term sheets for legal documents, reviewed for accuracy and submitted for execution
- Served as the company's liaison between the Raceway and the Hall of Fame Board of Directors

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER: **Dawn Ritter, Natural Resources Manager**

SUBJECT/TITLE: **Request appointment of Natural Resources Advisory Commission members.**

STATEMENT OF ISSUE

After meeting and interviewing the five applicants for the Natural Resources Advisory Commission, the members of NRAC motioned to recommend the following applicants to the Commission: Mr. Ben Butler to the Agricultural Slot; Ms. Chelsea Wisner to an Environmental Slot; Mr. Dale McQuillen to the Professional Slot; Mr. Ken Kech to an Environmental Slot; Dr. Steve Turner to an At Large Slot; Ms. Sandra Vazquez to an At Large Slot. At Large slots have one year term limits while regular members have four year term limits. Dr. Turner and Ms. Vazquez had issues which prevented four year commitments.

RECOMMENDED ACTION

Move to appoint the following volunteers to the Natural Resources Advisory Commission: Re-appointment of Mr. Ben Butler to an Agricultural Slot; Re-appointment of Ms. Chelsea Wisner to an Environmental Slot; Re-appointment of Mr. Dale McQuillen to a Professional Slot; Appointment of Mr. Ken Kech to an Environmental Slot; Appointment of Dr. Steve Turner to an At Large Slot; Appointment of Ms. Sandra Vazquez to an At Large Slot.

Attachments: Application for Chelsea Wisner.pdf
NRAC Application for Ben Butler.pdf
NRAC Application for Dale McQuillen.pdf
NRAC Application for Ken Kech.pdf
NRAC Application for Sandra Vazquez.pdf
NRAC Application for Stephen Turner.pdf

COMMITTEE APPLICATION

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

Request for Natural Resources Advisory Commission Membership Type: Regular Member

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

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

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

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

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

Related to anyone on NRAC: No

Relationship: N/A

Conviction = No

Gender = Female

Disabled = No

Age = 27

Race: = White

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

Application for Ben Butler (NRAC)

Name = Benjamin L Butler
Address = 608 Butlers Bluff Rd
City = Lorida
State = FL
Zip_Postal_Code = 33857
Phone = 8636341463
Email = BLButler@hotmail.com
Request = Natural Resources Advisory Commission
Membership Type = Regular Member
Current Employment Experience: = Owner, Butler Oaks Farm, Inc - Dairy farm and cattle ranch in Highlands and Okeechobee counties.
Previous Employment Experience: = N/a
High School = High School
College = University of Florida, BS and MS in Animal Science
Special Training: = Special Training
Activities & Interest: = FL Farm Bureau memberFL FFA Foundation presidentFL FFA alumni member4-H VolunteerUnited Dairy Farmers of Florida - founding board memberFL Cattleman's Association - member
Current positions on boards, committees, elected offices, law enforcement positions: = Highlands County - Natural Resource Advisory Commision memberSouth Florida Water Management District - Governing board member
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 45
Race: = White
Signature Certification: = Checked indicating Electronically Signed

Application for Dale McQuillen (NRAC)

Name = Dale McQuillen
Address = 270 Lemon Road NW
City = Lake Placid
State = FL
Zip_Postal_Code = 33852
Phone = 863-414-2622
Email = shirl270@comcast.net
Request = Natural Resources Advisory Commission
Membership Type = Regular Member
Current Employment Experience: = Retired-Self employed
Previous Employment Experience: = Agriculture Teacher Lake Placid High; Highlands County School Board (retired in 2011). Owner of Ridge Lawn Services. Owner Buckeye Connection show pigs and cattle.
High School = Plymouth High School, Plymouth Ohio
College = The Ohio State University
Special Training: = Special Training
Activities & Interest: = Buying and selling show animals to 4-H and FFA members. Breeding Cattle for shows. Outdoors.
Current positions on boards, committees, elected offices, law enforcement positions: = NRACLake Placid FFA Alumina
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 80
Race: = White
Signature Certification: = Checked indicating Electronically Signed

NRAC Application for Kenb Keck

Name = Ken Keck
Address = 34 Keck Rd
City = Venus
State = FL
Zip_Postal_Code = 33960
Phone = 863-608-0464
Email = kokeck@gmail.com
Request = Natural Resources Advisory Commission
Membership Type = Regular Member
Current Employment Experience: = President of Keck Groves, Inc., located in Venus. A substantial part of my career was also spent in citrus marketing, research and policy at the state and national levels. Please see below for a summary of that earlier career.
Previous Employment Experience: = •Florida Citrus Mutual, Director, Legal and Regulatory Affairs 1999-2002•Florida Citrus Commission, General Counsel 2002-2006; Executive Director 2006-2012•California Citrus Research Board, President 2013-2015•United States Department of Agriculture, Agricultural Marketing Service, Director, Local & Regional Foods Division, 2015-2023 (retired)
High School = Lake Placid High School, 1984
College = Stetson University, DeLand FL, B.A., 1988
Special Training: = Delaware Law School, Wilmington DE, J.D., 1994
Activities & Interest: = Since retiring and returning to the family homestead and citrus grove in Venus, I have become interested in how I might restore a portion of my former citrus acreage to a mix of sand hill and sand pine scrub habitat. I have been actively getting to know the natural resource management infrastructure and talent that already exists in Highlands County and the Ridge, such as the professionals at Archbold, USFWS, USDA NRCS, and FWC. I hope to partner with them and others in this endeavor.
Current positions on boards, committees, elected offices, law enforcement positions: = Highlands County Audubon Society, Director, 2023-current
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 57
Race: = White
Signature Certification: = Checked indicating Electronically Signed
NRAC Application for Ken Kech

NRAC Application for Sandra Vazquez

Name = Sandra Vazquez
Address = 4696 US HWY 27
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = 8137230561
Email = svazquez@oasisevaluationfl.com
Request = Board of Adjustment / Planning & Zoning Commission
Request = Natural Resources Advisory Commission
Membership Type = Alternate Member
Current Employment Experience: = Director of Environmental Services, Oasis Evaluation LLCFacilitate the organization of environmental policies, procedures, training, guidance, and response to technical issues to ensure compliance with federal, state, and local regulations.Environmental Protection Specialist, Environmental Planning and Historic Preservation (FEMA)Provide guidance and long-term planning assistance to communities across the county & ensure proper stewardship of historic properties and the environment.
Previous Employment Experience: = Planner I, Highlands County BCCPerform professional-level current and long-range planning work including project review and zoning administration, as well as current and long-range planning work.
High School = Master Of Science in Urban and Reginal Planning
College = University of Central Florida
Special Training: = Environmental Planning and Historic Preservation CADRE, Florida CEHP
Activities & Interest: = Fieldwork, nature exploration, sustainable living practices, environemtal advocacy, research and data analysis, educational outreach, sustainable planning advocacy and creative expression.
Current positions on boards, committees, elected offices, law enforcement positions: = n/a
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 36
Race: = Hispanic or Latino
Signature Certification: = Checked indicating Electronically Signed

NRAC Application for Stephen Turner

Name = Stephen Turner
Address = 505 Lakesedge Dr
City = Lake Placid
State = FL
Zip_Postal_Code = 33852
Phone = 305 815 6249
Email = scturner160@gmail.com
Request = Natural Resources Advisory Commission
Membership Type = Regular Member
Current Employment Experience: = retired
Previous Employment Experience: = National Oceanic and Atmospheric Administration, National Marine Fisheries Service 1974-2018NMFS Southeast Fisheries Science Center 1984-20181984-2006 Population biologists: Advice to managers on status of fisheries resources and impact of proposed management actions2006-2018: Fisheries statistics. 2010-2018 Chief of Fisheries Statistics. Responsibility for coordination of collection commercial and recreational data collection among 15 national and international agencies and offices
High School = Holderness School, New Hampshire 1967
College = Antioch College, Ohio 1972
Special Training: = PhD in Ecology, Rugters University 1986
Activities & Interest: = maintaining ecosystem health and functioningvolunteer with FWC Ridge Rangers: 1) invasive species control, environmental cleanup 2018-present, 2) Kestrel Nestbox Survey of reproductive success of endemic population of kestrels 2018-2019 (halted due to covid 2020-2021)currently helping with hurricane relief in Highlands and Polk countiesvegetable gardening and composting bible study
Current positions on boards, committees, elected offices, law enforcement positions: = Highlands County Audubon Society, Board Member 2021-present
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 73
Race: = White
Signature Certification: = Checked indicating Electronically Signed

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER: **Rachel Barry, Zoning Supervisor**

SUBJECT/TITLE: **Public hearing to consider proposed amendments to the Highlands County Land Development Regulations (LDRs) pertaining to certain requirements which may not be suitable when applied county-wide without any room for exceptions.**

STATEMENT OF ISSUE

Staff regularly reviews the Code of Ordinances and Land Development Regulations (LDRs) to determine whether amendments are necessary. It has been determined that certain requirements currently listed in the LDRs may not be suitable when applied county-wide without any room for exceptions. The Board authorized Staff to move forward with drafting the amendments following the Statement of Legislative Intent presented on June 18, 2024. There are five (5) proposed updates to allow exceptions to certain requirements, and a fourth proposed update to replace a portion of the Code that was inadvertently removed with previous updates. The Planning and Zoning Commission made a separate motion for each section of proposed amendments. Motions to recommend approval of the proposed amendments to Sections 12.02.104, 12.05.201, 12.05.401, and 12.08.110, were unanimous; the motion to recommend approval of the proposed amendments to Section 12.12.203 carried 5-2; and the motion to recommend approval of the amendments to Section 12.05.200 failed 3-4.

RECOMMENDED ACTION

Move to approve the first reading of Ordinance 24-25-01, proposed amendments to the Highlands County Code of Ordinances, Chapter 12, Land Development Regulations; Article 2, Definitions and Abbreviations, Section 12.02.104, Definitions and Interpretations; Article 5, Districts and Supplementary District Regulations, Section 12.05.200, AU Agricultural District, Section 12.05.201, EU Estate District, and Section 12.05.401, Encroachments into Yards; Article 8, Special Land Uses, Section 12.08.110, Garage Sales; and Article 12, Resource Protection Standards, Section 12.12.203, Setback from Surface Water Bodies and Wetlands, and to schedule the adoption hearing for October 15, 2024, at 9:00 a.m. or as soon thereafter as possible.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Ordinance No. 24-25-01.pdf
P&Z 2161 Staff Report for BCC 1st reading.pdf
Ordinance Business Impact form.pdf

ORDINANCE NO. 24-25-01

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, AMENDING THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 2, DEFINITIONS AND ABBREVIATIONS, SECTION 12.02.104, DEFINITIONS AND INTERPRETATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 12.05.200, AU AGRICULTURAL DISTRICT, SECTION 12.05.201, EU ESTATE DISTRICT, SECTION 12.05.401, ENCROACHMENTS INTO YARDS; PROVIDING FOR THE CREATION OF CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 8, SPECIAL LAND USES, SECTION 12.08.110, GARAGE SALES; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 12, RESOURCE PROTECTION STANDARDS, SECTION 12.12.203, SETBACK FROM SURFACE WATER BODIES AND WETLANDS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 26, 2006, the County combined the Land Development Regulations and the Comprehensive Planning, Zoning, and Building Regulations into one publication titled the Highlands County Land Development Regulations for the purpose of making such regulations easier to understand and enforce; and

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, amendments to the Land Development Regulations of a local government are authorized by Florida Statutes, Chapter 163; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the public health, safety, comfort, good order, appearance, convenience and general welfare to amend the regulations as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 2, DEFINITIONS AND ABBREVIATIONS, SECTION 12.02.104, DEFINITIONS AND INTERPRETATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 12.05.200, AU AGRICULTURAL DISTRICT, SECTION 12.05.201, EU ESTATE DISTRICT, AND SECTION 12.05.401, ENCROACHMENTS INTO YARDS.

Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

ARTICLE 2. – DEFINITIONS AND ABBREVIATIONS

***

Section 12.02.104. – Definitions and interpretations.

***

315. **Variance, zoning.** A zoning variance is a relaxation of the terms ~~of article 5~~ of this chapter where such zoning variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of this chapter would result in unnecessary and undue hardship. As used in this chapter, a zoning variance is authorized only for height, area and size of structure, setbacks, base building lines, or size of yards and open spaces as required by Article 5, and for yard or setback requirements as set forth by other Articles of this Chapter 12. ~~See section 12.05.315 for temporary use permits.~~ Establishment or expansion of a use otherwise prohibited shall not be allowed by zoning variance, nor shall a zoning variance be granted because of the presence of non-conformities in the zoning division or district or adjoining zoning divisions or districts.

***

ARTICLE 5. - DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS

Section 12.05.200. AU Agricultural District

***

N. **Family homestead provisions.** A minimum of one acre with at least 100 feet of width, provided that the property has ~~legal access~~ direct fee-simple access to a publicly maintained road and obtains a driveway permit pursuant to Section 12.09.105.A., shall be required for a parcel of property used solely as the homestead by an individual who is the grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child or grandchild of the person who conveyed the parcel to said individual; provided, however, that the family homestead provision of the Florida Statutes and this Code shall apply only once to any individual and further provided that:

1. The parcel of land so created shall be established and recorded in the official records of the county in accordance with the applicable land subdivision requirements of the county; and
2. The individual provides the county with a written certification that he has not taken title to more than one such property pursuant to F.S. § 163.3179; and
3. The deed with which the individual takes title to the property affirmatively states that it is a conveyance pursuant to F.S. § 163.3179; and
4. The parcel of land so created shall have direct fee-simple access to a publicly maintained road; and
5. The parcel of land so created shall have at least one-half acre of upland which will accommodate the proposed development, in accordance with wetland and other land protection polices contained in Comprehensive Plan Natural Resources Element Objective 3.
6. The remaining portion of the original parcel shall have a minimum lot requirement of one acre and 100 feet of width, provided that the property has ~~legal~~ direct fee-simple access to a publicly maintained road and obtains a driveway permit pursuant to Section 12.09.105.A., to be recognized as a legal lot of record.
7. The original parcel and the parcel of land so created under these provisions shall have an Agriculture (AG) future land use designation.
8. Maximum density shall not exceed two (2) dwelling units per five (5) acres, unless the property is a legal nonconforming lot of record which has been altered due to right-of-way (ROW) dedication to an official government entity, and no longer meets the minimum lot size requirements of this district.
9. Any parcel of land created under these provisions containing less than five (5) acres, shall file for and claim Homestead Tax Exemption on the parcel.

If this provision is not met, the subject parcel(s) will become nonconforming lot(s) for which building permits cannot be obtained.

Section 12.05.201. – EU Estate District

***

D. **Special exceptions.** Permissible in this district by the BOA after public hearing and subject to the appropriate conditions and safeguards are:

***

11. Model Homes for the purposes of advertising lots and/or homes for sale within the subdivision in which the model home is proposed with conditions related to number of model homes, duration of model home(s), plan for transition of model home(s) and other relevant conditions required by the County.

***

Section 12.05.401. – Encroachments into yards.

***

O. Construction of a fence on a platted lot of record which is located between two streets with a non-access easement over the lot along one of the streets and lot frontage on the other street such that the fence may only be constructed in the yard of the lot encumbered by the platted non-access easement.

SECTION 3. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 8, SPECIAL LAND USES, CREATING SECTION 12.08.110, GARAGE SALES.

Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, is hereby amended as follows:

Note: Underlined words constitute additions to existing text and ~~strikethrough~~ words constitute deletions to existing text.

ARTICLE 8. – SPECIAL LAND USES

***

Section 12.08.110. – ~~Reserved.~~ Garage sales.

A. **Garage or yard sales.** Garage or yard sales of tangible personal property shall not exceed two (2) in number during any calendar year in residential zoning districts, provided that:

a. Such tangible personal property shall be sold only on the premises of a residential dwelling unit by the owner or lessee of such dwelling unit.

b. Such owner or lessee must be the legal owner or acting in concert with another owner or owners of such tangible personal property at the time of the sale.

c. No new merchandise (i.e., merchandise acquired for the purpose of resale) shall be sold at such sale.

d. Such sale shall be confined to the garage, patio, driveway, yard or residence on the premises.

e. The duration of each such sale shall not exceed three (3) consecutive calendar days.

f. Such sales conducted by private nonprofit organizations shall be exempt from the provisions of this section.

g. No such garage or yard sale shall be held without the owner or occupant of the premises having first obtained a permit therefor. Such permit shall be obtained by applying to the Highlands County Office of the Tax Collector, who shall issue such permit upon payment of the fee established from time to time by resolution of the BCC. Such permit shall specify the address and date of such garage or yard sale.

h. Garage sales located in a mobile home park, campground, RV park, or residential subdivision that are regulated by a homeowners' association can obtain one (1) permit for the entire community. Such a community permit may be obtained no more than two (2) times in a calendar year.

SECTION 4. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 12, RESOURCE PROTECTION STANDARDS, SECTION 12.12.203, SETBACK FROM SURFACE WATER BODIES AND WETLANDS.

Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

ARTICLE 12. – RESOURCE PROTECTION STANDARDS

***

Section 12.12.203. - Setback from natural surface water bodies and wetlands.

***

B. **Exceptions.** In lieu of the above, for ~~lots and parcels~~ dwellings lawfully ~~created and in existence~~ constructed with a Certificate of Occupancy issued on or before ~~September 15, 1993~~December 31, 2024, the setbacks otherwise required by these regulations, and state and federal laws and regulations shall apply.

***

SECTION 5. 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 6. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 2, Definitions and Abbreviations, Section 12.02.104, Definitions and Interpretations, Article 5, Districts and Supplementary District Regulations, Section 12.05.201, EU Estate District, Section 12.05.401, Encroachments into Yards, Article 8, Special Land Uses, Section 12.08.110, Garage Sales, Article 12, Resource Protection Standards, Section 12.12.203, Setback from Surface Water Bodies and Wetlands, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 7. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 8. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 9. CONFLICTS. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

Pursuant to Florida Statutes, Section 125.66, an ordinance which changes the actual list of permitted, conditional or prohibited uses within a zoning category, the Board of County Commissioners shall hold two public hearings on the proposed ordinance before adoption.

First Reading: October 1, 2024

Second Reading: October 15, 2024

DONE AND ADOPTED this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kevin Roberts, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT

Type: Amendments to the Land Development Regulations (LDRs)	**BCC Hearing Date:** 10/01/2024
Case Number: P&Z 2161	**Case Name:** LDR Clean Up
Public Hearing: BCC, 1st Reading	**Case Staff Member:** Rachel Barry

Request: Proposed Text Amendments to Chapter 12, Land Development Regulations, of the Highlands County Code of Ordinances

Proposal: Amendments to multiple Sections of the Code in reference to definitions, Family Homestead Provision procedures, model homes, fence location on thru-lots, garage sales, and setbacks from waterbodies

Area Covered
By Amendment: Unincorporated Highlands County

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve on first reading, Ordinance 24-25-01, the proposed amendments to the Highlands County Code of Ordinances, Chapter 12, Land Development Regulations; Article 2, Definitions and Abbreviations, Section 12.02.104, Definitions and Interpretations; Article 5, Districts and Supplementary District Regulations, Section 12.05.200, AU Agricultural District, Section 12.05.201, EU Estate District, and Section 12.05.401, Encroachments into Yards; Article 8, Special Land Uses, Section 12.08.110, Garage Sales; and Article 12, Resource Protection Standards, Section 12.12.203, Setback from Surface Water Bodies and Wetlands, and to schedule the adoption hearing for October 15, 2024, at 9:00 a.m. or as soon thereafter as possible.

2. **Staff Recommendation to the Planning and Zoning Commission:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance the proposed amendments to the Highlands County Code of Ordinances, Chapter 12, Land Development Regulations; Article 2, Definitions and Abbreviations, Section 12.02.104, Definitions and Interpretations; Article 5, Districts and Supplementary District Regulations, Section 12.05.200, AU Agricultural District, Section 12.05.201, EU Estate District, and Section 12.05.401, Encroachments into Yards; Article 8, Special Land Uses, Section 12.08.110, Garage Sales; and Article 12, Resource Protection Standards, Section 12.12.203, Setback from Surface Water Bodies and Wetlands.

3. **Excerpt from the September 10, 2024, DRAFT Minutes, and Recommendation to the BCC: "<u>7.D. HEARING NUMBER P&Z 2161 - ORDINANCE NO. 24-25- - PROPOSED AMENDMENTS TO THE HIGHLANDS COUNTY LAND DEVELOPMENT REGULATIONS</u>** Proposed amendments to the Highlands County Code of Ordinances, Chapter 12, Land Development Regulations; Article 2, Definitions and Abbreviations, Section 12.02.104, Definitions and Interpretations; Article 5, Districts and Supplementary District Regulations, Section 12.05.200, AU Agricultural District, Section 12.05.201, EU Estate District, and Section 12.05.401, Encroachments into Yards; Article 8, Special Land Uses, Section 12.08.110, Reserved (changing to Garage Sales); and Article 12, Resource Protection Standards, Section 12.12.203, Setback from Surface Water Bodies and Wetlands. The proposed amendments are related to regulations which may not be suitable when applied county-wide; these items include definitions, Family Homestead Provision procedures, model homes, fence location on thru-lots, garage sales, and setbacks from waterbodies. Mrs. Hunnicutt read the request and Ms. Barry presented the request. There were no letters received in favor or against the proposed amendments. The items were discussed Section by Section, and separate motions were made for each.

   Section 12.02.104: There were no questions or concerns regarding the proposed updated definition of a zoning variance, and no one in the audience spoke for or against the proposed amendment. Motion by Mr. Boring and seconded by Mrs. Sclater to recommend to the Board of County Commissioners to approve the proposed amendment to Section 12.02.104. Upon roll call, all members voted yes. **Motion to approve carried 7-0.**

   Section 12.05.200: Three (3) members of the audience spoke in objection, and several board members requested clarification on permitted lot sizes and the form of required access to the property. The majority of concerns were related to requiring direct access, or actual frontage, on a publicly maintained road, and other concerns were related to the reduced allowance of the number of times a parcel may be split under the family homestead provision. Motion made by Mrs. Sclater and seconded by Mrs. Lopez to recommend to the Board of County Commissioners to approve the proposed amendments to Section 12.05.200. Upon roll call, Mrs. Sclater, Mrs. Lopez, and Mrs. Hunnicutt voted yes; and Mrs. Ezell, Mr. Youngman, Mr. Boring, and Mr. Brown voted no. **Motion to approve failed 3-4.**

   Section 12.05.201: There were no questions or concerns regarding the proposed special exception to allow a model home, and no one in the audience spoke for or against the proposed amendment. Motion by Mr. Boring and seconded by Mr. Youngman to recommend to the Board of County Commissioners to approve the proposed amendment to Section 12.05.201. Upon roll call, all members voted yes. **Motion to approve carried 7-0.**

   Section 12.05.401: Board members requested clarification on the difference between a thru-lot with and without a platted non-access easement, and how the proposed amendment would affect each. Staff clarified that a thru-lot with a platted

non-access easement would fall under this exception, and those that do not have a platted non-access easement would have the option of applying for a variance or administrative waiver. No one in the audience spoke for or against the proposed amendment. Motion by Mrs. Lopez and seconded by Mr. Youngman to recommend to the Board of County Commissioners to approve the proposed amendment to Section 12.05.401. Upon roll call, all members voted yes. **Motion to approve carried 7-0.**

Section 12.08.110: Mr. Boring inquired whether language should be included to mention potential HOA regulations that may prevent someone from conducting a garage sale. Mrs. Sutphen clarified that we are not able to include the language in our Code since we have no means of enforcing HOA regulations, however, a statement could be added to the application or permit notifying applicants there may be additional regulations they must adhere to. No one in the audience spoke for or against the proposed amendments. Motion by Mr. Brown and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve the proposed amendments to Section 12.08.110. Upon roll call, all members voted yes. **Motion to approve carried 7-0.**

Section 12.12.203: Board members inquired on how the high-water line and wetland boundaries are determined, to which staff clarified the boundaries are determined by a surveyor/environmental consultant. One (1) member of the audience requested clarification on the definition of "surface water body"; staff confirmed the Code does not contain a specific definition and would defer to the state's definition. No one spoke for or against the proposed amendment. After much discussion, motion by Mrs. Sclater and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve the proposed amendments to Section 12.12.203. Upon roll call, Mrs. Sclater, Mr. Boring, Mrs. Lopez, Mrs. Ezell, and Mrs. Hunnicutt voted yes; and Mr. Youngman and Mr. Brown voted no. **Motion to approve carried 5-2.**"

Summary of Proposed Amendments:

Staff regularly reviews the Highlands County Code of Ordinances (Code), Land Development Regulations (LDRs) – Chapter 12 of the Code, and the Comprehensive Plan (Comp Plan) to determine whether updates are necessary. Staff has identified six (6) items that needed to be amended for various reasons:

1. The definition of a zoning variance specifically related to setback reductions.
    a. Currently, the definition of a zoning variance only allows an applicant to request a reduction of setbacks that are listed in Article 5 of Chapter 12. There are many other Articles of the Code that contain setback or separation requirements; without having an option to request a reduction, these requirements may be overburdensome in rare occasions when applied county-wide.
    b. Other Articles of the Chapter 12 containing setback requirements include, but are not limited to:
        i. Article 7, related to the location of off-site signs;

ii. Article 8, related to special land uses, including:
- Alcoholic beverage establishments,
- Service stations,
- Agricultural worker housing, etc.

iii. Article 12, related to surface waterbodies and wetlands.

c. Please note, this proposed amendment is not to be construed that staff would support any and all requests for a variance to setback requirements. All requests for a reduction to required setback or separation requirements must include sufficient evidence and supporting documentation and, even still, may not have staff support of approval.

2. Family Homestead Provision procedures.
   a. The Family Homestead Provision, as listed in § 163.0179 the Florida Statutes, states that the County may include in its Comp Plan an option to allow the subdivision of agricultural properties for the purpose of creating a homestead site for immediate family.
   b. The Comp Plan includes this allowance within Policy 1.2.D.1., AG Agriculture future land use designation, of the Future Land Use Element, and the LDRs include this allowance in Subsection N. of Section 12.05.200, AU Agricultural District.
   c. The historical interpretation of this provision has been that, so long as the "original parcel" maintains at least one-acre of land, they could give an acre to as many immediate family members as the acreage would allow. However, eventually, each homesite will, more likely than not, be sold to a new owner who may not be an immediate family member, and the 1-acre parcel will no longer serve the purpose of the family homestead provision.
   d. Without setting a limitation on the number of times a parcel may be altered through this provision to allow an additional homestead site, a 10-acre tract of land, which would typically only allow for 2 dwelling units (1 unit per 5 acres), based on the historical interpretation would be able to subdivide to 10 individual homesites.
   e. Rural areas having AU/AG designations were not planned for such density, and this increase ultimately has long range negative effects on services provided by law enforcement, emergency services, roadway maintenance, trash pick-ups, drainage problems, disputes over access easements, etc.
   f. The proposed amendments include clarification on the maximum density allowed through the Family Homestead Provision, as well as required procedures following the division of land through this process.

3. Model Homes.
   a. The LDRs currently do not contain provisions specifically related to model homes. While the structure itself, a single-family dwelling, may be a permitted structure in residential districts, the use of the structure, functioning as more of a showroom instead of a home, would not be permitted.
   b. Staff proposes to add a special exception to the EU, Estate District, which would then carry over by reference to the R-1A District, R-1 District, R-2 District, and so-on. Adding this as a special exception will allow for appropriate conditions and safeguards to be put in place to ensure the

model home is in harmony with the area, such as parking, signage, hours of operation, etc.

4. Fence locations on through-lots.
   a. A through-lot is a lot that has a road adjacent to both the front and rear property lines and is referred to as having “double frontage”.
   b. The LDRs require a 25-foot setback from the “front” property line for a privacy fence taller than 4 feet, or a chain link or decorative fence taller than 5 feet. The purpose of this setback is to prevent visibility issues if homes located within the same block of land have varying driveway locations intersecting with both roadways. However, certain platted subdivisions containing double frontage lots have included a non-access easement along one of the roadways, limiting access for all lots located within that block of land to the opposite road, eliminating the concern of visibility issues.
   c. Staff proposes to add an exception for these platted “double frontage” lots which contain a platted non-access easement across the entire block of land within the subdivision, to allow the fences mentioned above to be placed along the property line that contains the non-access easement.
5. Garage sales.
   a. This portion of the Code was mistakenly struck when previous amendments were made following new state legislation regarding home occupations in 2022, pre-empting home occupation regulations to the state level. This language was not intended to be removed from the Code.
   b. There are no changes to the language that previously existed, however, based on the new state legislation regarding home occupations, instead of placing garage sale regulations back into the same section, staff proposes to create Section 12.08.110.
6. Setbacks from water bodies.
   a. Section 12.12.203 of the Code requires specific setbacks from surface water bodies and wetlands and includes an exception for all lots and parcels created prior to September 15, 1993. There are thousands of undeveloped lots or parcels that would fall under this exemption, limiting the county’s ability to manage smart growth, protect natural resources, and prevent water contamination.
   b. Staff is proposing to update this exemption to apply to dwellings constructed and issued a Certificate of Occupancy prior to December 31, 2024. If approved, all existing homes, even those located on lots created after 1993, would fall under the exemption from these setback requirements.
   c. If the amendment to the definition of a variance is approved as mentioned in number 1 above, a property owner no longer covered by the current exemption would be able to apply for a variance to these setback requirements.

Attachments: Proposed Amendments to the LDRs

PROPOSED AMENDMENTS, NOT IN ORDINANCE FORMAT.

Note: Underlined words constitute additions to existing text, ~~strikethrough words~~ constitute deletions to existing text, and asterisks (*******) indicate omitted parts which are intended to remain unchanged.

Section 12.02.104. – Definitions and interpretations.

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315. **Variance, zoning.** A zoning variance is a relaxation of the terms ~~of article 5~~ of this chapter where such zoning variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of this chapter would result in unnecessary and undue hardship. As used in this chapter, a zoning variance is authorized only for height, area and size of structure, setbacks, base building lines, or size of yards and open spaces as required by Article 5, and for yard or setback requirements as required by other Articles of this chapter. ~~See section 12.05.315 for temporary use permits.~~ Establishment or expansion of a use otherwise prohibited shall not be allowed by zoning variance, nor shall a zoning variance be granted because of the presence of non-conformities in the zoning division or district or adjoining zoning divisions or districts.

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Section 12.05.200. AU Agricultural District

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N. **Family homestead provisions.** A minimum of one acre with at least 100 feet of width, provided that the property has ~~legal access~~ direct fee-simple access to a publicly maintained road and obtains a driveway permit pursuant to Section 12.09.105.A., shall be required for a parcel of property used solely as the homestead by an individual who is the grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child or grandchild of the person who conveyed the parcel to said individual; provided, however, that the family homestead provision of the Florida Statutes and this Code shall apply only once to any individual and further provided that:

1. The parcel of land so created shall be established and recorded in the official records of the county in accordance with the applicable land subdivision requirements of the county; and
2. The individual provides the county with a written certification that he has not taken title to more than one such property pursuant to F.S. § 163.3179; and
3. The deed with which the individual takes title to the property affirmatively states that it is a conveyance pursuant to F.S. § 163.3179; and

4. The parcel of land so created shall have direct fee-simple access to a publicly maintained road; and

5. The parcel of land so created shall have at least one-half acre of upland which will accommodate the proposed development, in accordance with wetland and other land protection polices contained in Comprehensive Plan Natural Resources Element Objective 3.

6. The remaining portion of the original parcel shall have a minimum lot requirement of one acre and 100 feet of width, provided that the property has ~~legal~~ direct fee-simple access to a publicly maintained road and obtains a driveway permit pursuant to Section 12.09.105.A., to be recognized as a legal lot of record.

7. The original parcel and the parcel of land so created under these provisions shall have an Agriculture (AG) future land use designation.

8. Maximum density shall not exceed two (2) dwelling units per five (5) acres, unless the property is a legal nonconforming lot of record which has been altered due to right-of-way (ROW) dedication to an official government entity, and no longer meets the minimum lot size requirements of this district.

9. Any parcel of land created under these provisions containing less than five (5) acres, shall file for and claim Homestead Tax Exemption on the parcel. If this provision is not met, the subject parcel(s) will be nonconforming.

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Section 12.05.201. – EU Estate District

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D. **Special exceptions.** Permissible in this district by the BOA after public hearing and subject to the appropriate conditions and safeguards are:

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11. Model Home for the purposes of advertising lots and/or homes for sale within the subdivision in which the model home is proposed. A request for a special exception for a model home shall include a proposed expiration date.

***

Section 12.05.401. – Encroachments into yards.

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O. For the sole purpose of constructing a fence, platted lots of record containing a platted non-access easement along one of the streets, limiting access for all lots

within the same block to only one street shall be considered to only have frontage on the street which is not adjacent to the non-access easement.

Section 12.08.110. – ~~Reserved.~~ Garage Sales.

A. **Garage or yard sales.** Garage or yard sales of tangible personal property shall not exceed two in number during any calendar year in residential zoning districts, provided that:

a. Such tangible personal property shall be sold only on the premises of a residential dwelling unit by the owner or lessee of such dwelling unit.

b. Such owner or lessee must be the legal owner or acting in concert with another owner or owners of such tangible personal property at the time of the sale.

c. No new merchandise (i.e., merchandise acquired for the purpose of resale) shall be sold at such sale.

d. Such sale shall be confined to the garage, patio, driveway, yard or residence on the premises.

e. The duration of each such sale shall not exceed three consecutive calendar days.

f. Such sales conducted by private nonprofit organizations shall be exempt from the provisions of this section.

g. No such garage or yard sale shall be held without the owner or occupant of the premises having first obtained a permit therefor. Such permit shall be obtained by applying to the Highlands County Office of the Tax Collector, who shall issue such permit upon payment of the fee established from time to time by resolution of the BCC. Such permit shall specify the address and date of such garage or yard sale.

h. Garage sales located in a mobile home park, campground, RV park, or residential subdivision that are enforced by a homeowners' association can obtain one garage sale permit for the entire community. This garage sale permit can be obtained no more than twice a year.

Section 12.12.203. - Setback from surface water bodies and wetlands.

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B. **Exceptions.** In lieu of the above, for ~~lots and parcels~~ dwellings lawfully ~~created and in existence~~ constructed and issued a Certificate of Occupancy on or before ~~September 15, 1993~~December 31, 2024, the setbacks otherwise required by these regulations, and state and federal laws and regulations shall apply.

***

Highlands County Board of County Commissioners

Ordinance Business Impact Estimate
Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 24-25-01

ORDINANCE TITLE: AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, AMENDING THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 2, DEFINITIONS AND ABBREVIATIONS, SECTION 12.02.104, DEFINITIONS AND INTERPRETATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 12.05.200, AU AGRICULTURAL DISTRICT, SECTION 12.05.201, EU ESTATE DISTRICT, SECTION 12.05.401, ENCROACHMENTS INTO YARDS; PROVIDING FOR THE CREATION OF CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 8, SPECIAL LAND USES, SECTION 12.08.110, GARAGE SALES; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 12, RESOURCE PROTECTION STANDARDS, SECTION 12.12.203, SETBACK FROM SURFACE WATER BODIES AND WETLANDS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY: Staff regularly reviews the Code of Ordinances and Land Development Regulations (LDRs) to determine whether amendments are necessary. It has been determined that certain requirements currently listed in the LDRs may not be suitable when applied county-wide without any room for exceptions. There are five (5) proposed updates to allow exceptions to certain requirements, and a fourth proposed update to replace a portion of the Code that was inadvertently removed with previous updates. The five (5) proposed updates include:

1. Definition of a zoning variance, which is currently limited to those requirements found in Article 5 of Chapter 12, to allow a property

owner to apply for a variance to required setbacks listed in other Articles of Chapter 12.
2. Add a Special Exception in residential zoning districts to allow for Model Homes.
3. Allow a fence to encroach into a "required yard" on double-frontage lots. This would only apply to platted subdivisions that contain a non-access easement on the plat along one of the roads, limiting access to only one road.
4. Replacing garage sale regulations which were inadvertently removed with previous amendments.
5. Revising exception for setbacks which currently applies to lots located on waterfront properties as of 1993, to apply to all dwellings issued a Certificate of Occupancy on or before December 31, 2024

DEPARTMENT: Development Services Department, Planning and Zoning Division

MEETING DATE: October 1, 2024

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the County's jurisdiction, including the following, if any:
  - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: _____N/A_____;
  - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible _____N/A_____; and
  - o Estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
    Costs: ____N/A_____ Revenues from Fees: _____N/A_____
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: ___N/A_____.
- Additional applicable information: N/A

_**XXX**__ A Fiscal Impact Estimate is not necessary because the proposed Ordinance is enacted to implement one of the following:

- Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- Florida Statutes, Section 553.73, relating to the Florida Building Code
- Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- Florida Statutes, Sections 190.005 and 190.046, regarding community development district.
  Related to the issuance or refinancing of debt.
  Required to comply with a federal or state law or regulation.
  Related to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
  Required to implement a contract or an agreement.
  Related to procurement.
- Adopted in an Emergency pursuant to applicable law.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER:	**Rachel Barry, Zoning Supervisor**
SUBJECT/TITLE:	**Public hearing to consider acceptance of a Perpetual Restrictive Easement and Declaration of Covenants and Restrictions, to allow the installation of a septic system.**

STATEMENT OF ISSUE

The property's zoning designation was changed from Agricultural District, AU, to Industrial District, I-1, on April 25, 2006. Minutes from the hearing note the applicant proposed deed restrictions to prohibit certain uses on the property that would otherwise be permitted in the I-1 District in order to ensure compatibility with surrounding land uses. The Conditions, recorded on January 25, 2008, in Official Records Book 2121, Page 1242, of the public records of Highlands County, Florida, prohibited any sexually oriented business and the installation of a septic tank or drain field. A letter from the Sebring Utilities Department, dated July 11, 2024, confirms that potable water service is available for the site, but sewer service is not. The proposed buyer has indicated intentions to develop mini warehousing/storage, however, the existing condition prohibiting a septic and drain field installation would not allow the development to move forward. There is no proposed amendment to prohibiting a sexually oriented business on the property; this condition is to remain.

RECOMMENDED ACTION

Move to approve the amended and restated Perpetual Restrictive Easement and Declaration of Covenants and Restrictions.

FISCAL IMPACT

No fiscal impact.

Attachments: MDA-25-004 Staff Report for BCC.pdf
Amended & Restated Conditions.pdf

HIGHLANDS COUNTY
PLANNING AND ZONING DIVISION
STAFF REPORT

Type: Amending Restrictive Easement & Declaration of Covenants & Restrictions	**BCC Hearing Date:** 10/01/2024
Case Number: MDA-25-004	**Case Name:** Haynes Septic Condition
Agent: Drew Bishop	**Property Owner:** Kenneth Haynes
Public Hearing: BCC	**Case Staff Member:** Rachel Barry

Request: Amend a Perpetual Restrictive Easement and Declaration of Covenants and Restrictions, to allow the installation of a septic system

General Location: An approximate 5.81-acre parcel located at the northeast corner of the intersection of Sebring Parkway and Desoto Road, approximately 0.56 miles north of US 27, 0.94 miles south of Kenilworth Boulevard, 0.52 miles east of Alternate US 27 South, and 1.92 miles west of County Road 17 South; the address being 1294 Sebring Parkway, Sebring.

PARCEL ID: C-33-34-29-080-0000-0510

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve the amended and restated Perpetual Restrictive Easement and Declaration of Covenants and Restrictions.

2. **Staff Recommendation to the Planning and Zoning Commission:** Recommend to the Board of County Commissioners to approve the amended and restated Perpetual Restrictive Easement and Declaration of Covenants and Restrictions.

3. **Excerpt from the September 10, 2024, DRAFT Minutes, and Recommendation to the BCC: "7.C. HEARING NUMBER MDA-25-004 – KEN HAYNES C/O DREW BISHOP** An approximate 5.81-acre parcel located at the northeast corner of the intersection of Sebring Parkway and Desoto Road, approximately 0.56 miles north of US 27, 0.94 miles south of Kenilworth Boulevard, 0.52 miles east of Alternate US 27 South, and 1.92 miles west of County Road 17 South; the address being 1294 Sebring Parkway, Sebring; and abbreviated legal description as follows: An approximate 5.81-acre parcel located in Section 33, Township 34 South, Range 29 East, Highlands County, Florida. The applicant is requesting to amend a Perpetual Restrictive Easement and Declaration of Covenants and Restrictions,

currently prohibiting the installation of a septic tank and drain field on the property. Mrs. Hunnicutt read the request and Ms. Barry presented the request. Mr. Haynes was present and gave a brief explanation of the request. There were no letters received, and no one in the audience spoke for or against the request, however, one (1) member of the audience asked for clarification whether this item was only in reference to the conditions and restrictions on the property, to which staff confirmed.

Board members inquired when sewer lines would become available to the site, to which neither the applicant nor staff had knowledge of. Mr. Youngman requested clarification regarding the requirement of connecting to sewer lines within 30 days of becoming available; discussion ensued, and it was noted that the statutory requirement is to connect within one (1) year of becoming available to the site.
Motion by Mr. Boring and seconded by Mr. Youngman, to recommend to the Board of County Commissioners to approve the amended and restated Perpetual Restrictive Easement and Declaration of Covenants and Restrictions. Upon roll call, all members voted yes. **Motion carried 7-0."**

Supplemental Material/Issue Analysis Report:

Request: The matter for consideration is for an amendment to a Perpetual Restrictive Easement and Declaration of Covenants and Restrictions (Conditions).

The property owner has a potential buyer for the property; however, the existing conditions would not allow the potential buyer's proposed development. The property's zoning designation was changed from Agricultural District, AU, to Industrial District, I-1, through hearing number P&Z 1852, Resolution No. 05-06-149, on April 25, 2006. Minutes from that meeting note the applicant proposed deed restrictions to prohibit certain uses on the property that would otherwise be permitted in the I-1 District in order to ensure compatibility with surrounding land uses.

The Conditions were originally recorded on October 1, 2007, in the official records of Highlands County, Florida, and were re-recorded on January 25, 2008, to include "Exhibit A" as referenced in the Conditions (Official Records File # 1489950, recorded in Official Records Book 2121, Page 1242, of the official records of Highlands County, Florida). These Conditions prohibited any sexually oriented business and the installation of a septic tank or drain field. The applicant has indicated the reason for including the Condition prohibiting a septic system was due to the expected extension of City wastewater connections. A letter from the Sebring Utilities Department, dated July 11, 2024, confirms that potable water service is available for the site, but sewer service is not.

The proposed buyer intends to develop mini warehousing/storage, which is not expected to produce significant amounts of wastewater. Instead of removing the condition altogether, Staff proposes to amend the septic condition to allow the install but require connection to sewer lines as soon as they are available.

Attachments:
Exhibit 1: Existing Conditions; OR Book 2121 PG 1241
Exhibit 2: Location Map
Exhibit 3: Aerial Map
Exhibit 4: Future Land Use Map
Exhibit 5: Zoning Map

Exhibit 1:

OFFICIAL RECORDS FILE# 1489950 BK 2121 PG 1242 RCD: 01/25/2008 03:33:50 PM
D.C. LHAYNES REC. FEE $27.00 L.E. "LUKE" BROOKER CLERK OF COURTS HIGHLANDS CO.

OFFICIAL RECORDS FILE# 1475114 BK 2100 PG 1161 RCD: 10/01/2007 03:59:02 PM
D.C. LHAYNES REC. FEE $18.50 L.E. "LUKE" BROOKER CLERK OF COURTS HIGHLANDS CO.

UH 18.50 UH 27.00

Prepared by/Return to:
Clifford R. Rhoades, Esquire
Clifford R. Rhoades, P.A.
2141 Lakeview Drive
Sebring, Florida 33870
(863) 385-0346
040.06

PERPETUAL RESTRICTIVE EASEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS

THIS EASEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS is made this 19th day of September 2007, by MARJORIE HAYNES, hereinafter (together with and on behalf of their successors and assigns) called "Declarant" and the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, whose mailing address is Post Office Box 1926, Sebring, Florida 33871-1926, ("Grantee")

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" (the Property).

WHEREAS, Declarant desires to develop and convey the Property for commercial use under the I-1 zoning category.

NOW, THEREFORE, the Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions, covenants, provisions, restrictions, easement, servitudes, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall be binding on all person, their heirs, successors, and assigns, now and in the future, having any right, title or interest in or to all or part of the Property and shall inure to the benefit of the Board of County Commissioners, Highlands County, Florida prohibiting the following on the property:

a. any sexually oriented business as defined in Sections 4-102 and 12.08.125 of the Code of Ordinances, Highlands County, Florida.

b. any septic tank or drain field.

PUBLIC HEARING CONDITION. The conditions of this Restrictive Easement shall not be changed except after a duly advertised public hearing pursuant to the requirements for a zoning text amendment contained in Article 3 of Chapter 12 of the Code of Ordinances, Highlands County, Florida.

AMENDMENT. The restrictions of this Restrictive Easement may be amended only by

This document is being re-recorded to reflect the attached Legal Description Exhibit "A".

Exhibit 1 (cont'd…):

OFFICIAL RECORDS BOOK 2121 PAGE 1243

OFFICIAL RECORDS BOOK 2100 PAGE 1162

agreement of the then owner of the affected Property and the Board of County Commissioners, Highlands County, Florida.

Dated this 19th day of September, 2007.

Witnesses:

Margaret M. Rafferty
Print Name: Margaret M. Rafferty

Marjorie Haynes
Print Name: MARJORIE HAYNES

Joseph Rafferty
Print Name: JOSEPH RAFFERTY

STATE OF FLORIDA
COUNTY OF HIGHLANDS

Acknowledged before me the undersigned authority, this 19th day of September 2007, by MARJORIE HAYNES, who are personally known to me ✓ ☐or who have produced _____ as identification.

Mark L Richardson
Print Name: MARK L RICHARDSON
Notary Public, State of Florida
My Commission Expires:

MARK L. RICHARDSON
MY COMMISSION # DD491626
EXPIRES: Nov. 16, 2009
(407) 398-0153 Florida Notary Service.com

This document is being re-recorded to reflect the attached Legal Description Exhibit "A".

CERTIFIED
TO BE A TRUE COPY
L.E."LUKE" BROOKER, CLERK
BY _____ D.C.
1-25-08

Exhibit 1 (cont'd…):

Exhibit "A"

Lot 51, LAKEVIEW PARK TRACT, as per TB-Page 11, located in Section 33, Township 34 South, Range 29 East, Highlands County, Florida, less road right-of-way.

This document is being re-recorded to reflect the attached Legal Description Exhibit "A".

Exhibit 2:

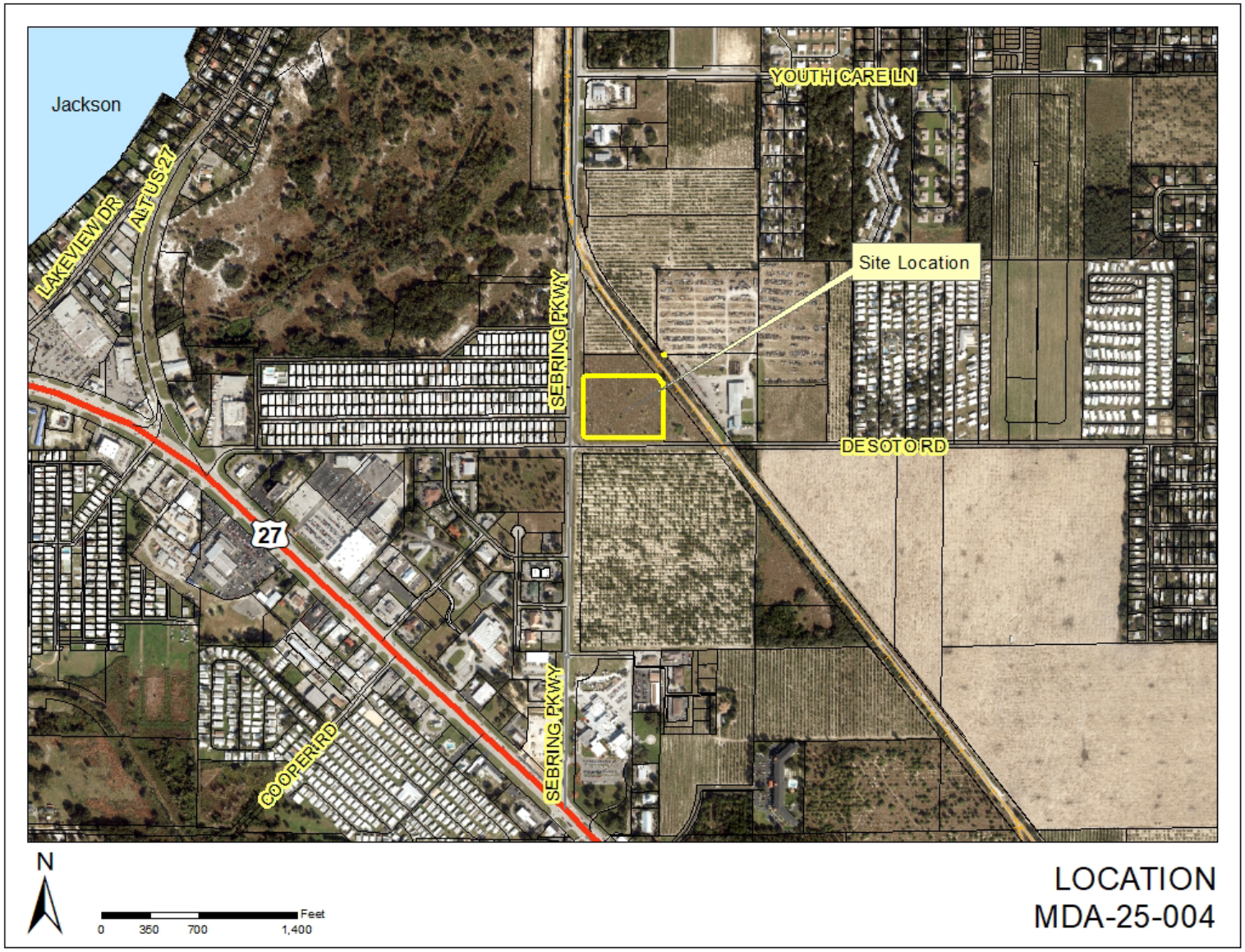

Jackson
LAKEVIEW DR
ALT US 27
SEBRING PKWY
YOUTH CARE LN
Site Location
DE SOTO RD
27
COOPER RD
SEBRING PKWY
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350
700
1,400
Feet
LOCATION
MDA-25-004

Exhibit 3:

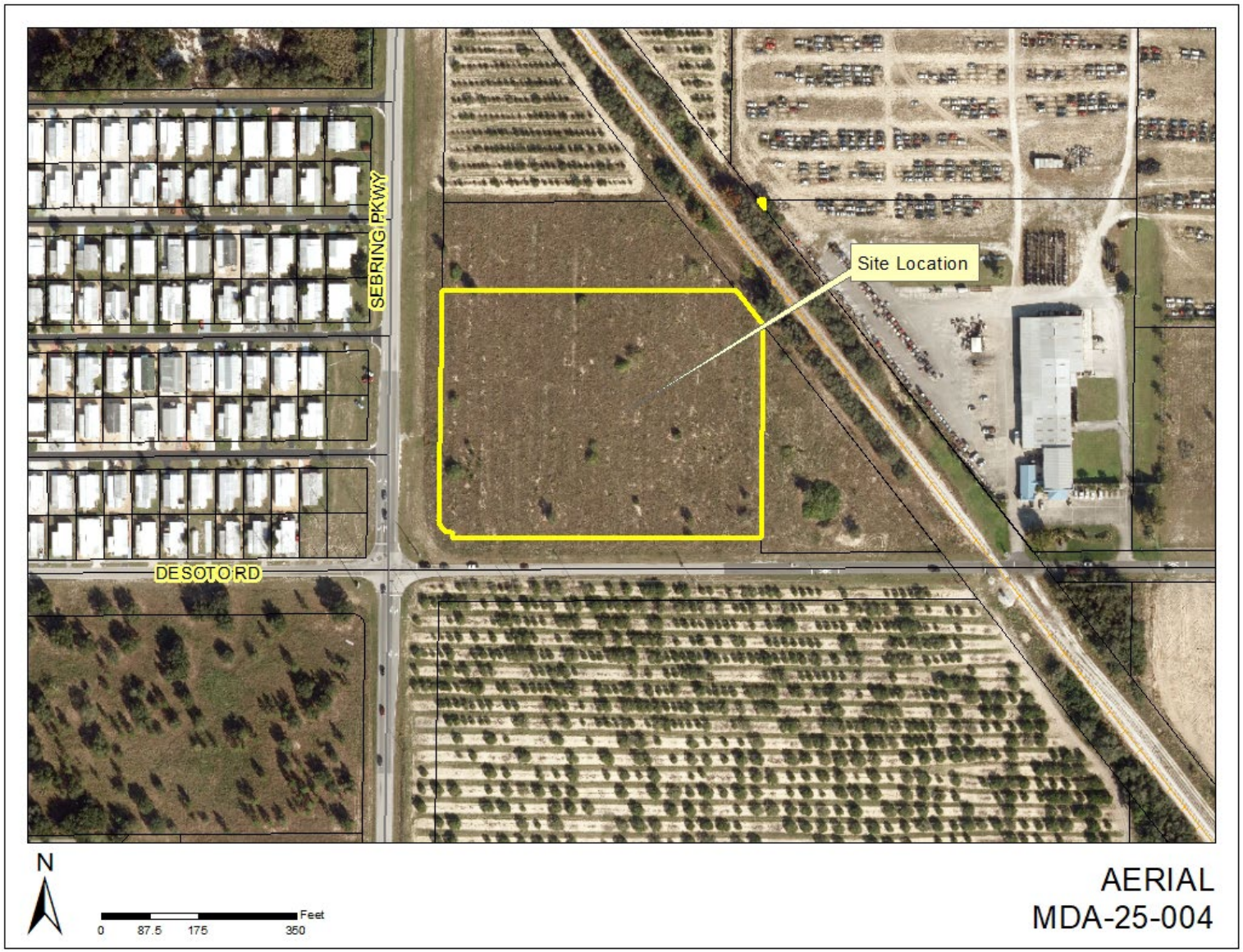

SEBRING PKWY
DESOTO RD
Site Location
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87.5
175
350
Feet
AERIAL
MDA-25-004

Exhibit 4:

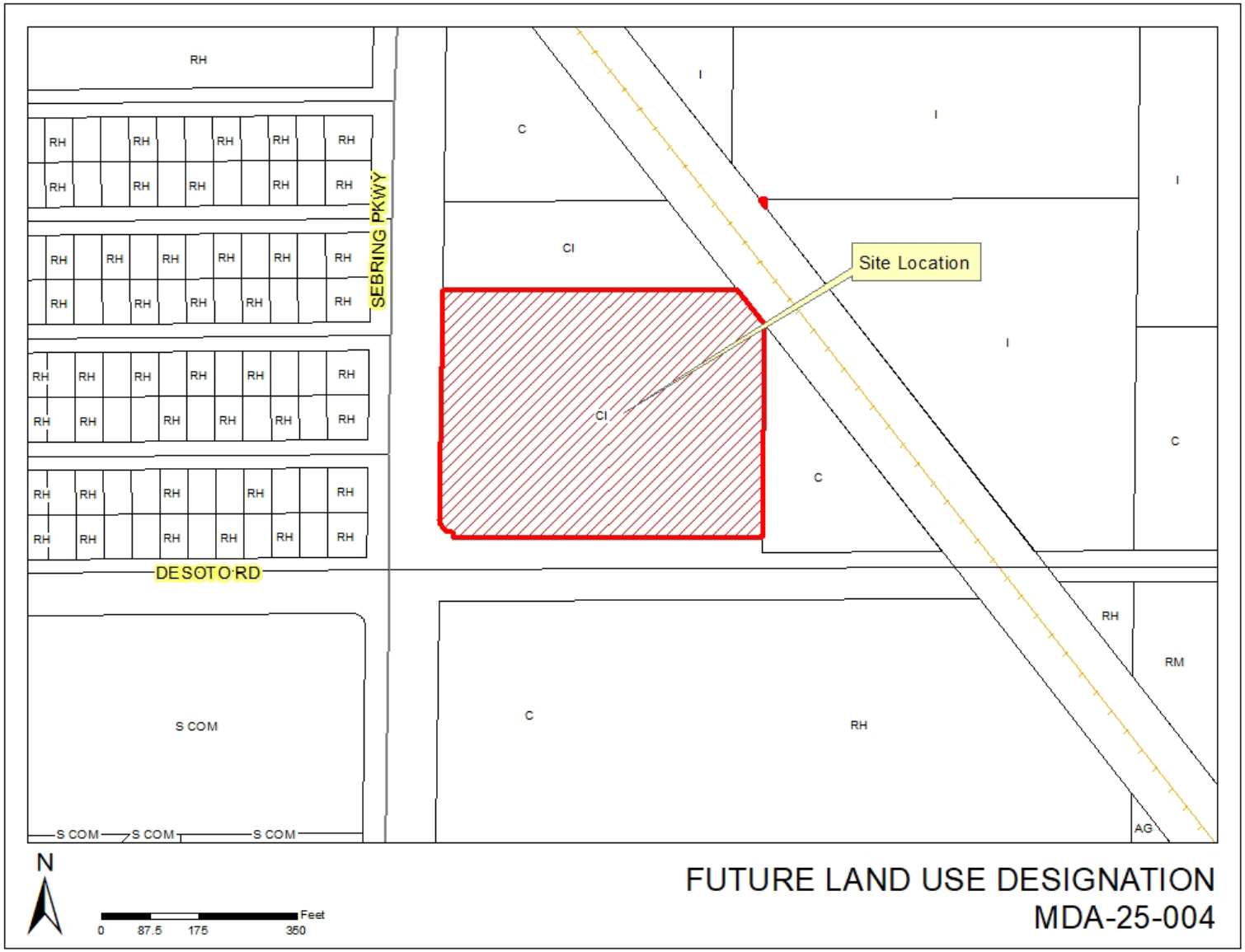
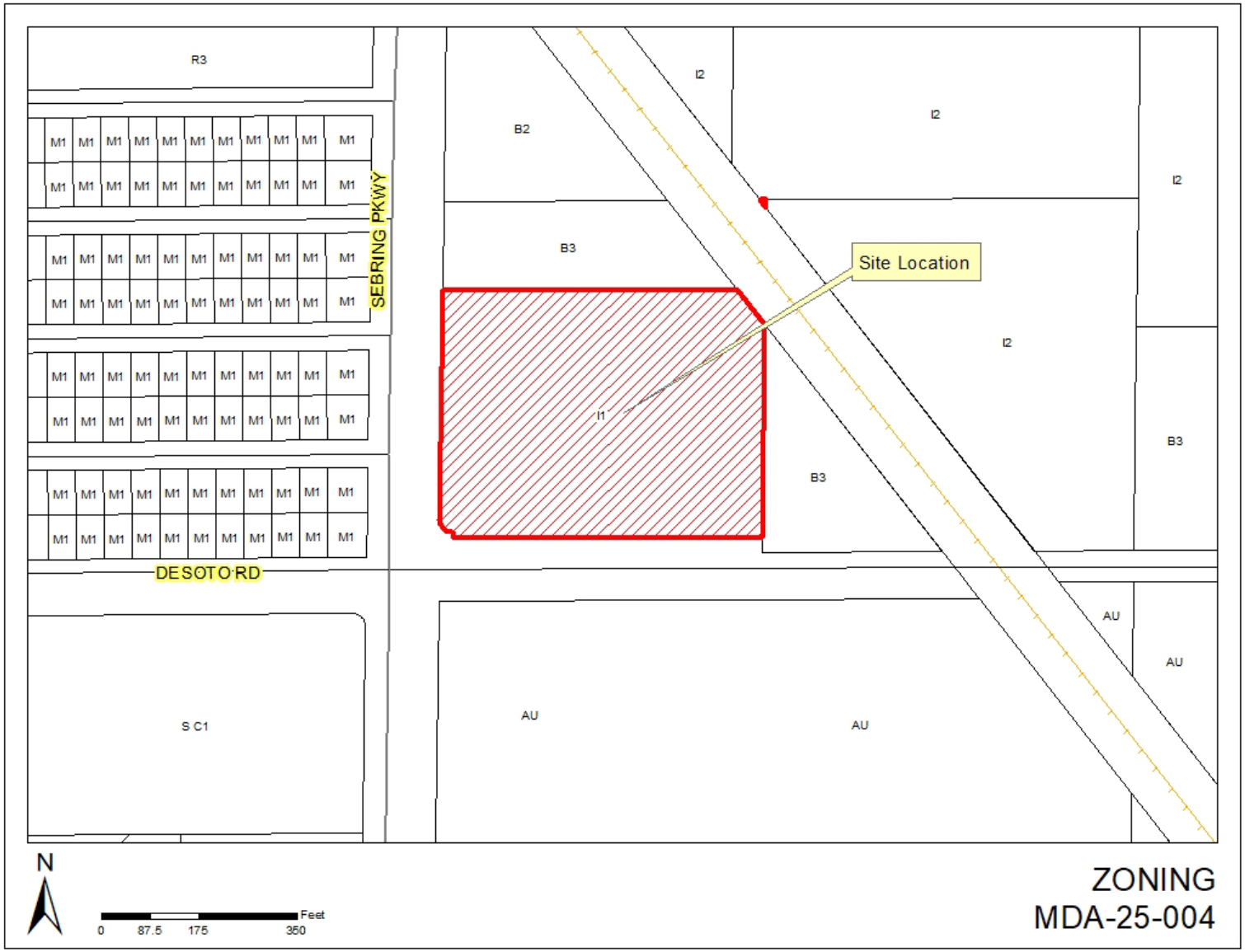

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FUTURE LAND USE DESIGNATION
MDA-25-004

Exhibit 5:


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DESOTO RD
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B2
B3
I2
I1
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Site Location
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87.5
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350
Feet
ZONING
MDA-25-004

AMENDED AND RESTATED
PERPETUAL RESTRICTIVE EASEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDED AND RESTATED PERPETUAL RESTRICTIVE EASEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS is made this ___ day of _____ 2024, by _____ ("Declarant/Grantor") and the Board of County Commissioners of Highlands County, Florida, whose mailing address is 600 S. Commerce Avenue, Sebring, Florida 33870 ("County")

WITNESSETH:

WHEREAS, Declarant/Grantor is the owner of the real property more particularly described in **Exhibit "A"**, attached hereto ("Property"); and

WHEREAS, in 2007, the owner of the Property at the time, applied for a change to the zoning designation on the Property from Agricultural District (AU), to Industrial District (I-1), which was adopted pursuant to Highlands County Resolution No.: 05-06-149, with a condition requiring the recording of deed restrictions to prohibit certain uses; and

WHEREAS, a Perpetual Restrictive Easement and Declaration of Covenants and Restrictions was recorded in Official Records Book 2121, Page 1242, of the public records of Highlands County, Florida, encumbering the Property as required; and

WHEREAS, the Declarant/Grantor desires to make commercial use of the Property consistent with the I-1 zoning category; however, the restriction prohibiting a septic tank or drain field on the Property will prevent the proposed development due to the unavailability of central sewer lines; and

WHEREAS, the County has determined that it is in its best interest and in the interest of the health, safety and welfare of its citizens to allow a septic tank and drain field to serve the development on the Property until such time as central sewer lines are available as set forth herein.

NOW, THEREFORE, the Declarant/Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the amended and restated terms and conditions, covenants, provisions, restrictions, easement, servitudes, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall be binding on all persons, their heirs, successors, and assigns, now and in

the future, having any right, title or interest in or to all or part of the Property and shall inure to the benefit of the County:

a. There shall be no sexually oriented business, as defined by the Highlands County Code of Ordinances, located on the Property.

b. Any septic system installed on the Property shall be designed to connect to central sewer lines as soon as the service becomes available to the Property and the Property must be connected to such central sewer line within one (1) year of its availability.

AMENDMENT AND PUBLIC HEARING CONDITION. The conditions of this Amended and Restated Restrictive Easement may only be amended by agreement of the Declarant/Grantor or its heirs, successors or assigns and shall not be changed except after a duly advertised public hearing pursuant to the requirements for a zoning text amendment as set forth in Chapter 12, Article 3, Highlands County Code of Ordinances.

REPEAL OF PRIOR RESTRICTIONS. The Perpetual Restrictive Easement and Declaration of Covenants and Restrictions recorded in Official Records Book 2121, Page 1242, of the public records of Highlands County, Florida, shall have no further force or effect and shall be replaced in its entirety by this Amended and Restated Perpetual Restrictive Easement and Declaration of Covenants and Restrictions.

This Amended and Restated Perpetual Restrictive Easement and Declaration of Covenants and Restrictions is intended to run with the land and be binding on each subsequent purchaser.

Dated this ___ day of _____ 2024.

(Signatures on Next Page)

WITNESSES:

_____

Print: _____

Address: _____

_____

_____

Print Name: _____

Address: _____

_____

Declarant/Grantor:

_____

Print: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____, who is personally known to me or who produced _____ as identification.

_____
Notary Public, State of Florida
My Commission Expires:

Exhibit “A”

Lot 51, Lakeview Park Tract, as per TB-Page 11, located in Section 33, Township 34 South, Range 29 East, Highlands County, Florida, less road right-of-way.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 1, 2024

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-02 for Budget Amendment 24-25-002 to realign and appropriate Sheriff budgeted funds within the General Fund and adjust the Crime Prevention Fund.**

STATEMENT OF ISSUE

This budget amendment is necessary to realign and appropriate budgeted funds ~ the General Fund to accomplish grant/program goals for FY24/25 for Law Enforcement Maintenance, County Jail Maintenance, and Detention and Correction - Medical to realign and setup budgeted FY 24/25 projects for Avon Park Law Enforcement Services (24012), Environmental Law Enforcement Program (24008), College Resource Deputy Program (24013), School Resource Program (24011), Law Enforcement Salary Assistance - LESA (23092), JAG DIRECT FY24 (24009), JAGC 2023 (24010) and to adjust the Crime Prevention Fund/Cost Center to match the Sheriff's side for a 50/50% split.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-02 for budget amendment 24-25-002 to realign and appropriate Sheriff budgeted funds within the General Fund and adjust the Crime Prevention Fund.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) in the amount of $2,537.00 due to the two (2) JAG grants coming in with slight differences in funding. (One being under and one being over.) There is also a fiscal impact of an increase to Fund 178 (Crime Prevention) in the amount of $808.00, in order to match the Board to the Sheriff's side. The remainder of the BA is realigning and setting up grant/project funds within the General Fund that were budgeted and/or offset by incoming revenues in a total amount of $5,093,998.00.

Attachments: 24-25-002 Sheriff Appropriations (BA).pdf
24-25-002R Sheriff Appropriations (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
September 20, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **9/13/2024** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **See List Page**

PROJECT(S) #: **See List Page** PROJECT TITLE(S): **See List Page** COST CENTER TITLE(S): **See List Page**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3325	54600	Repair & Maintenance		335,045.00		335,045.00	0.00
E	005	3101	53001	Operating Expense-Elected Official		3,743,684.00	335,045.00		4,078,729.00
E	005	3324	54900	Other Charges & Obligations		1,122,824.00		1,122,824.00	0.00
E	005	3323	53001	Operating Expense-Elected Official		873,049.00	1,122,824.00		1,995,873.00
E	005	3322	54600	Repair & Maintenance		884,163.00		884,163.00	0.00
E	005	3323	53001	Operating Expense-Elected Official		1,995,873.00	884,163.00		2,880,036.00

REASON: **To realign and appropriate budgeted funds for Law Enforcement Maintenance, Detention and Correction-Medical, County Jail Maintenance and to realign and setup budgeted FY 24/25 projects for Avon Park LE Services (24012), Environmental Law Enf Program (24008), College Resource Deputy Program (24013), School Resource Program (24011), Law Enforcement Salary Assistance-LESA (23092), JAG DIRECT FY24 (24009) and JAGC 2023 (24010). This BA is also adjusting the Crime Prevention Fund/Cost Center to match the Sheriff's side.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-002**

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-002

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3421000Z	Law Enforcement Svcs-Avon Park		2,715,224.00		2,715,224.00	-
R	005		3421000Z	Law Enforcement Svcs-Avon Park	24012	-	2,715,224.00		2,715,224.00
E	005	3327	54900Z	Project Other Chg & Obligations		4,238,473.00		2,715,224.00	1,523,249.00
E	005	3101	51001Z	Project Personal Services-Elected	24012	-	2,514,098.00		2,514,098.00
E	005	3101	53001Z	Project Operating Expense-Elected	24012	-	201,126.00		201,126.00
R	005		3810000Z	Project Interfund Transfer		140,036.00		140,036.00	-
R	005		3810000Z	Project Interfund Transfer	24008	-	140,036.00		140,036.00
E	005	3327	54900Z	Project Other Chg & Obligations		1,523,249.00		140,036.00	1,383,213.00
E	005	3101	51001Z	Project Personal Services-Elected	24008	-	128,450.00		128,450.00
E	005	3101	53001Z	Project Operating Expense-Elected	24008	-	11,586.00		11,586.00
R	005		3429000Z	School Resource Officer Program		1,222,463.00		63,806.00	1,158,657.00
R	005		3429000Z	School Resource Officer Program	24013	-	63,806.00		63,806.00
E	005	3327	54900Z	Project Other Chg & Obligations		1,383,213.00		63,806.00	1,319,407.00
E	005	3101	51001Z	Project Personal Services-Elected	24013	-	58,404.00		58,404.00
E	005	3101	53001Z	Project Operating Expense-Elected	24013	-	5,402.00		5,402.00
R	005		3429000Z	School Resource Officer Program		1,158,657.00		1,158,657.00	-
R	005		3429000Z	School Resource Officer Program	24011	-	1,158,657.00		1,158,657.00
E	005	3327	54900Z	Project Other Chg & Obligations		1,319,407.00		1,158,657.00	160,750.00

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-002

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3101	51001Z	Project Personal Services-Elected	24011	-	1,067,503.00		1,067,503.00
E	005	3101	53001Z	Project Operating Expense-Elected	24011	-	66,154.00		66,154.00
E	005	3101	56001Z	Project Capital Outlay	24011	-	25,000.00		25,000.00
R	005		3342130Z	FDLE Grant		932,988.00		932,988.00	-
R	005		3342130Z	FDLE Grant	23092	-	932,988.00		932,988.00
E	005	3327	51001Z	Project Personal Services		932,988.00		932,988.00	-
E	005	3101	51001Z	Project Personal Services-Elected	23092	-	932,988.00		932,988.00
R	005		3312130Z	US DOJ Grant (FDLE)		180,734.00		19,572.00	161,162.00
R	005		3312130Z	US DOJ Grant (FDLE)	24009	-	17,223.00		17,223.00
E	005	3327	54900Z	Project Other Chg & Obligations		160,750.00		19,572.00	141,178.00
E	005	3101	53001Z	Project Operating Expense-Elected	24009	-	17,223.00		17,223.00
R	005		3312130Z	US DOJ Grant (FDLE)		161,162.00		61,178.00	99,984.00
R	005		3312130Z	US DOJ Grant (FDLE)	24010	-	66,064.00		66,064.00
E	005	3327	54900Z	Project Other Chg & Obligations		141,178.00		61,178.00	80,000.00
E	005	3101	53001Z	Project Operating Expense-Elected	24010	-	4,169.10		4,169.10
E	005	3101	56001Z	Project Capital Outlay	24010	-	61,894.90		61,894.90
R	178		3999100	Fund Balance Brought Forward		36,539.00	808.00		37,347.00
E	178	1055	51001	Personal Svcs Elec Official		64,011.00	808.00		64,819.00

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-002

FUND(S)	FUND TITLE(S)
005	General
178	Crime Prevention

COST CENTER(S)	COST CENTER TITLE(S)
3101	Sheriff - 005
3322	County Jail Maintenance
3323	Detention & Correction
3324	Detention & Correction Medical
3325	Law Enforcement Maintenance
3327	Law Enforcement Other
1055	Crime Prevention

FND	CST CTR	PROJ #	PROJECT TITLE
005	3101	24012	AP Law Enf Svcs FY 24-25
005	3101	24008	Env Law Enf Proj 24-25
005	3101	24013	College Resource Deputy Program 24-25
005	3101	24011	SRO Program FY 24-25
005	3101	23092	LESA (Law Enforcement Salary Assistance)
005	3101	24009	JAG DIRECT FY24
005	3101	24010	JAGC 2023

FND	CST CTR	PROJ #	PROJECT TITLE

RESOLUTION NO. 24-25-02

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-002 TO THE GENERAL AND THE CRIME PREVENTION FUNDS; 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 and Crime Prevention Funds.

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 24-25-002 is hereby approved and authorized to set up and appropriate budgeted funding into their respective projects/accounts for FY24/25 for Law Enforcement Maintenance, County Jail Maintenance, and Detention and Correction - Medical to realign and setup budgeted FY 24/25 projects for Avon Park Law Enforcement Services (24012), Environmental Law Enforcement Program (24008), College Resource Deputy Program (24013), School Resource Program (24011), Law Enforcement Salary Assistance - LESA (23092), JAG DIRECT FY24 (24009), JAGC 2023 (24010) and to adjust the Crime Prevention Fund/Cost Center to match the Sheriff's side for a 50/50% split. The fiscal impact is an increase to Fund 005 (General) in the amount of $2,537.00 due to the two (2) JAG grants coming in with slight differences in funding. (One being under and one being over.) There is also a fiscal impact of an increase to Fund 178 (Crime Prevention) in the amount of $808.00, in order to match the Board to the Sheriff's side. The remainder of the BA is realigning and setting up grant/project funds within the General Fund that were budgeted and/or offset by incoming revenues in a total amount of $5,093,998.00.

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 1st day of October, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 1, 2024

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-005 for BA 24-25-003 to appropriate two (2) Next Gen E911 Grant Projects.**

STATEMENT OF ISSUE

Attached is Resolution 24-25-005 for Budget Amendment 24-25-003 to appropriate Project 24014 NextGen E911 (YR1) grant award in the amount of $195,152.32 and Project 24015 NextGen E911 (YR2-5) grant award in the amount of $511,807.68 previously approved by the Board on September 05,2024.

RECOMMENDED ACTION

Move to Adopt Resolution 23-24-005 for Budget Amendment 23-24-003 to appropriate two (2) Next Gen E911 Grant Projects.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 122 (E911 Operations) and the overall budget in the amount of $706,960.00 and being appropriated in cost center 3998 (E911 Program), account 53100Z (Project Professional Services).

Attachments: 24-25-003 Proj 24014 NextGen E911 (YR1)_Proj 24015 NextGen E911 (YR2-5) (BA).pdf
24-25-003R Proj 24014 NextGen E911 (YR1)_Proj 24015 NextGen E911 (YR2-5) (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
September 23, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **9/23/2024** SUBMITTED BY: **Sheriff**

FUND(S): **122** FUND TITLE(S): **E911 Operations** COST CENTER(S) #: **3998**

PROJECT(S) #: **24014 / 24015** PROJECT TITLE(S): **NextGen E911 (YR1) / NextGen E911 (YR2-5)** COST CENTER TITLE(S): **E911 Program**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	122		3342160Z	E911 Grant	24014	0.00	195,152.32		195,152.32
E	122	3998	53100Z	Project Professional Services	24014	0.00	195,152.32		195,152.32
R	122		3342160Z	E911 Grant	24015	0.00	511,807.68		511,807.68
E	122	3998	53100Z	Project Professional Services	24015	0.00	511,807.68		511,807.68
									0.00
									0.00
									0.00

REASON: **To appropriate E911 Grant award funds into Projects 24014 NextGen E911 (YR1) and Project 24015 NextGen E911 (YR2-5).**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # **24-25-003**

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. 24-25-005

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-003 TO THE E911 OPERATIONS 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 E911 Operations 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 24-25-003 is hereby approved and authorized to set up and appropriate Project #24014 NextGen E911 (YR1) and Project 24015 NextGen E911 (YR2-5) grant awards in the amounts of $195,152.32 and $511,807.68, respectively for a total fiscal impact increase of $706,960.00.

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 1st day of October 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER:	**Shawn Flemming, Senior Benefits Consultant, Gehring Group** **Tanya Cannady, Business Services Director** **Sherri Bennett, Human Resources Manager**
SUBJECT/TITLE:	**Request approval of the Insurance Committee's recommendation to adopt the rate structures for medical and dental plans as presented in the Employee Benefits Executive Summary for Plan year 2025.**

STATEMENT OF ISSUE

The Gehring group presented projected rate increases to the Insurance Committee on August 27. 2024. The Executive Summary projections are for all members of the medical plan, which includes 784 total employees of the Board, Sheriff, Clerk, Tax Collector, Property Appraiser, Supervisor of Elections, Sun 'n Lake of Sebring Improvement District, Soil & Water, and Sebring Airport Authority. The recommendation would increase the Board's medical contribution on all plans by 12.3%. The Boards current contribution is $952.00 per employee per month and the new contribution will be $1,070.00 per employee per month.

The Base Plans for medical and dental will remain free to the employees. Additionally, the medical base plan provides a health savings account (HSA) for employees. The current employer contribution to the HSA is $32 per month but the new HSA will provide $100 per month for the employee. Employees have the option to contribute to their own HSA accounts up to the maximum allowed.

The Mid Plan rates are increasing from 26% to 51% and the High Plan rates will increase from 24% to 36% for employees depending on your coverages within each Plan. In addition, the Insurance Committee recommends removing the Dental Buy Up plan and only provide two dental plans. The premium dental plan will increase the employee's cost from 4% to 13% depending on your coverage within the Plan. There will be no increase to the Boards premium on the Dental Plans.

RECOMMENDED ACTION

Move to approve the Insurance Committee's recommendation to adopt the rate structures for medical and dental plans as presented in the Employee Benefits Executive Summary for Plan year 2025.

FISCAL IMPACT

The fiscal impact of $607,800 is budgeted in the 24/25 budget within all Board Funds affected by the increase.

Attachments: Employee Benefits Executive Summary.pdf
Meeting Minutes 8.27.2024.docx

Highlands County Board of County Commissioners
Employee Benefits Executive Summary
Effective: January 1, 2025

OPTION #3 - No Increase to HDHP EE Rates; HSA Funds Increased (12.3% ER Increase) - 16% Total Medical Increase

		CURRENT				RENEWAL						
		Total	Employee Monthly	EE Per Pay(24)	Employer Monthly	Total	Employee Monthly	EE Per Pay(24)	ER Per Pay(24)	Employer Monthly	EE % Inc.	ER % Inc.
Medical Insurance		**Cigna**				**Cigna**						
		Base - HDHP Open Access Plus (OAP)				**Base - HDHP Open Access Plus (OAP)**						
HSA Contribution	**367**	$32.00	$0.00		$32.00	$100.00	$0.00			$100.00		
Employee Only	291	$920.00	$0.00	**$0.00**	$920.00	$970.00	$0.00	**$0.00**	**$485.00**	$970.00	**0%**	**5%**
Employee + Spouse	22	$1,261.00	$341.00	**$170.50**	$920.00	$1,311.00	$341.00	**$170.50**	**$485.00**	$970.00	**0%**	**5%**
Dual Spouse	4	$1,261.00	$0.00	**$0.00**	$1,261.00	$1,311.00	$0.00	**$0.00**	**$655.50**	$1,311.00	**0%**	**4%**
Employee + Child(ren)	27	$1,193.00	$273.00	**$136.50**	$920.00	$1,243.00	$273.00	**$136.50**	**$485.00**	$970.00	**0%**	**5%**
Employee + Family	19	$1,418.00	$498.00	**$249.00**	$920.00	$1,468.00	$498.00	**$249.00**	**$485.00**	$970.00	**0%**	**5%**
Dual Family	4	$1,418.00	$157.00	**$78.50**	$1,261.00	$1,468.00	$157.00	**$78.50**	**$655.50**	$1,311.00	**0%**	**4%**
		Mid - Open Access Plus (OAP)				**Mid - Open Access Plus (OAP)**						
Employee Only	186	$1,137.00	$185.00	**$92.50**	$952.00	$1,349.00	$279.00	**$139.50**	**$535.00**	$1,070.00	**51%**	**12%**
Employee + Spouse	52	$1,556.00	$604.00	**$302.00**	$952.00	$1,846.00	$776.00	**$388.00**	**$535.00**	$1,070.00	**28%**	**12%**
Dual Spouse	6	$1,556.00	$295.00	**$147.50**	$1,261.00	$1,846.00	$435.00	**$217.50**	**$705.50**	$1,411.00	**47%**	**12%**
Employee + Child(ren)	35	$1,471.00	$519.00	**$259.50**	$952.00	$1,745.00	$675.00	**$337.50**	**$535.00**	$1,070.00	**30%**	**12%**
Employee + Family	51	$1,748.00	$796.00	**$398.00**	$952.00	$2,073.00	$1,003.00	**$501.50**	**$535.00**	$1,070.00	**26%**	**12%**
Dual Family	10	$1,748.00	$487.00	**$243.50**	$1,261.00	$2,073.00	$662.00	**$331.00**	**$705.50**	$1,411.00	**36%**	**12%**
		High - Open Access Plus (OAP)				**High - Open Access Plus (OAP)**						
Employee Only	37	$1,297.00	$345.00	**$172.50**	$952.00	$1,538.00	$468.00	**$234.00**	**$535.00**	$1,070.00	**36%**	**12%**
Employee + Spouse	18	$1,768.00	$816.00	**$408.00**	$952.00	$2,097.00	$1,027.00	**$513.50**	**$535.00**	$1,070.00	**26%**	**12%**
Dual Spouse	2	$1,768.00	$507.00	**$253.50**	$1,261.00	$2,097.00	$686.00	**$343.00**	**$705.50**	$1,411.00	**35%**	**12%**
Employee + Child(ren)	7	$1,675.00	$723.00	**$361.50**	$952.00	$1,987.00	$917.00	**$458.50**	**$535.00**	$1,070.00	**27%**	**12%**
Employee + Family	12	$1,987.00	$1,035.00	**$517.50**	$952.00	$2,357.00	$1,287.00	**$643.50**	**$535.00**	$1,070.00	**24%**	**12%**
Dual Family	1	$1,987.00	$726.00	**$363.00**	$1,261.00	$2,357.00	$946.00	**$473.00**	**$705.50**	$1,411.00	**30%**	**12%**
Monthly Premium		**$957,823**	**$202,856**		**$754,967**	**$1,109,287**	**$261,200**			**$848,087**		
Annual Premium	**784**	**$11,493,876**	**$2,434,272**		**$9,059,604**	**$13,311,444**	**$3,134,400**			**$10,177,044**		
$ Increase		**N/A**	**N/A**		**N/A**	**$1,817,568**	**$700,128**			**$1,117,440**		
% Increase		**N/A**	**N/A**		**N/A**	**15.8%**	**28.8%**			**12.3%**		

Highlands County Board of County Commissioners
Employee Benefits Executive Summary
Effective: January 1, 2025

OPTION #3 - No Change to ER Dental Contribution; Eliminating Dental Buy-Up Plan

		CURRENT				RENEWAL						
		Total	Employee Monthly	EE Per Pay(24)	Employer Monthly	Total	Employee Monthly	EE Per Pay(24)	ER Per Pay(24)	Employer Monthly	EE % Inc.	ER % Inc.
Dental Insurance		**Cigna**				**Cigna**						
		Base Plan PPO				**Base Plan PPO**						
Employee Only	139	$15.00	$0.00	**$0.00**	$15.00	$15.00	$0.00	**$0.00**	**$7.50**	$15.00	0%	0%
		Buy Up PPO				**Premier PPO (Eliminating Buy-Up Plan)**						
Employee Only	52	$29.00	$14.00	**$7.00**	$15.00	$33.00	$18.00	**$9.00**	**$7.50**	$15.00	29%	0%
Employee + Spouse	29	$54.00	$39.00	**$19.50**	$15.00	$59.00	$44.00	**$22.00**	**$7.50**	$15.00	13%	0%
Employee + Child(ren)	17	$65.00	$50.00	**$25.00**	$15.00	$73.00	$58.00	**$29.00**	**$7.50**	$15.00	16%	0%
Employee + Family	9	$83.00	$68.00	**$34.00**	$15.00	$91.00	$76.00	**$38.00**	**$7.50**	$15.00	12%	0%
		Premier PPO				**Premier PPO**						
Employee Only	338	$31.00	$16.00	**$8.00**	$15.00	$33.00	$18.00	**$9.00**	**$7.50**	$15.00	13%	0%
Employee + Spouse	127	$57.00	$42.00	**$21.00**	$15.00	$59.00	$44.00	**$22.00**	**$7.50**	$15.00	5%	0%
Employee + Child(ren)	63	$70.00	$55.00	**$27.50**	$15.00	$73.00	$58.00	**$29.00**	**$7.50**	$15.00	5%	0%
Employee + Family	133	$88.00	$73.00	**$36.50**	$15.00	$91.00	$76.00	**$38.00**	**$7.50**	$15.00	4%	0%
Monthly Premium		**$40,842**	**$27,237**		**$13,605**	**$42,921**	**$29,316**			**$13,605**		
Annual Premium	**907**	**$490,104**	**$326,844**		**$163,260**	**$515,052**	**$351,792**			**$163,260**		
$ Increase		**N/A**	**N/A**		**N/A**	**$24,948**	**$24,948**			**$0**		
% Increase		**N/A**	**N/A**		**N/A**	**5.1%**	**7.6%**			**0.0%**		

INSURANCE COMMITTEE MINUTES

August 27, 2024

Members in Attendance:	Chris Campbell, Chairman Becky Tyson, HC Sheriff Giselle Acevedo, Supervisor of Elections Jonathan Harrison, BCC Employee Rep Ariel Fells, Outside Agency Sam Klatt, Property Appraiser Layla Haynes, Clerk of Court Dusty Johnson, Public Citizen Daniel Schumacher, Tax Collector
Others in Attendance:	Tanya Cannady, Business Services Director Sherri Bennett, Human Resources Manager Elaine Wood, Human Resources Generalist Shawn Fleming, Gehring Group

The meeting was called to order at 10:00 a.m. by Commissioner Campbell, Chairman.

The announcement sheet was read by Commissioner Campbell.

Commissioner Campbell requested approval of the minutes from the July 30, 2024, Insurance Committee meeting. Dusty Johnson motioned to approve the minutes and Ariel Fells seconded. All members voted "aye". The motion carried.

Old Business:

None

New Business:

Claims Review – Shawn Fleming, Gehring Group:

Shawn reviewed the past year's claims focusing primarily on January through July of this year. July claims were high and the Mid and Premium Plans continue to operate at a deficit. The High Deductible Base Plan continues to pay for itself and help to support the other two plans. The projected increase for medical plan rates for 2025 is 16%.

Renewal Options – Shawn Fleming, Gehring Group:

Shawn reviewed two options with the Committee for premiums for next year. In both options, one goal was to keep the current premiums for the High Deductible Health Plan, as it is supporting itself. Another goal was to retain current High Deductible Plan members and encourage members in the Mid or Premium Plans to review their options and determine whether another Plan might be more financially viable for them. To encourage use of the High Deductible Plan, both options raise the Employer contribution to the Health Savings Account (HSA) from $32.00 a month to $100.00 a month. Shawn explained that the increase of the HSA Employer

contribution to $1200.0 a year was partially designed to encourage some members to evaluate their needs and possibly migrate to the High Deductible Plan.

Option 2 raises the premiums for Mid and Premium Plan members between 35% and 97% depending on their type of coverage. It raises the Employer contribution by 7%. There is also a small increase in the Dental Plan premiums.

Option 3 raises the premiums for Mid and Premium Plan members by 24% to 51% with a 12% increase of the Employer contribution. There is also a small increase in the Dental Plan premiums.

Commissioner Campbell pointed out that there have been no premium increases for 2 years.

A motion was made by Sam Klatt to recommend Option 3 for the renewal for 2025. The motion was seconded by Jonathan Harrison. The members of the Committee voted unanimously to recommend Option 3 to the Board.

Shawn then reintroduced the suggestion from the prior meeting to eliminate the Buy Up Dental Plan (the middle plan) as included on Option 2 and Option 3. It was discussed that the Buy Up Plan does not offer nearly the annual coverage that the Premium Plan does for very little difference in cost. Dusty Johnson made a motion to recommend eliminating the Buy Up Plan and Ariel Fells seconded the motion. The members of the Committee voted unanimously to recommend removal of the Buy Up Dental Plan.

Jonathan Harrison stated the importance of education about the new rates and options for the members prior to Open Enrollment. He emphasized that one key to the employee's understanding the new rates is that they understand that the Board is also raising their contributions.

The next Committee meeting date has not been established.

The meeting was adjourned at 10:32am by Commissioner Campbell.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER:	**Mitch Thomas, Assistant Engineer, Stormwater** **Tiffany Gunn, Capital Projects Manager**
SUBJECT/TITLE:	**Request approval of The Lunz Group, Inc., CSA # 2, 20-024, for Structural, Mechanical, Electrical, and Plumbing Services for the Spring Lake Fire Station # 23 project.**

STATEMENT OF ISSUE

On December 28, 2023, TOA #3 was issued to the Lunz Group to provide a study for the Highlands County Fire Station Prototype Conceptual Plan. The TOA scope of work included Programming/Conceptual Design and Schematic Design associated with 2, 3 and 4 bay configurations.

Approval of CSA # 2 will advance the Spring Lake Fire Station #23 project to final contract documents, services during bidding and during construction, and construction documents ready for bid within 112 calendar days upon issuance of a "Notice to Proceed".

RECOMMENDED ACTION

Move to approve The Lunz Group, Inc., CSA # 2, 20-024, for Structural, Mechanical, Electrical, and Plumbing Services for the Spring Lake Fire Station # 23 project.

FISCAL IMPACT

The fiscal impact is $225,896.00 which is currently budgeted in Fund 355 (HCFPIRN LTD Capital Expense - Fire Loan), cost center 2685, account 56200Z (Project Buildings).

Attachments: CSA for Agenda.pdf
For Agenda HCFR Fire Station Prototype_4-bay_SD - 24.03.29.pdf
Potential image resaved.pdf

HIGHLANDS COUNTY, FLORIDA
AUTHORIZATION FORM

Select One of the following	
☐ **TOA: TASK ORDER ASSIGNMENT** (UNDER $50,000)	#
☒ **CSA: CONSULTANT SERVICE AUTHORIZATION** (OVER $50,000)	**#2**

Upon binding cxccution by both Partics, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement (Agreement) between HIGHLANDS COUNTY ("COUNTY") and **The Lunz Group, Inc.,** ("CONSULTANT") identified by the Master Contract Dated March 2, 2021. In accordance with Florida Statutes, Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outlined in the Agreement.

Project Amount:
$225,896.00

Budget Account Number: Fund or cost enter/account/project #, if applicable.
2685 56200Z 21104

RFP# 20-024 Category 1 Architecture

Master Contract Date:
March 2, 2021

NOTE: THE CONSULTANT MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED CSA/TOA AND, AS NECESSARY, A COUNTY PURCHASE ORDER ARE DELIVERED TO THE CONSULTANT.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

☒ **Exhibit A** – Scope of Work
☒ **Exhibit B** – Compensation
☒ **Exhibit C** – Sub-Consultants
☐ **Exhibit D** – Plans/Drawings/Survey N/A

DEPARTMENT APPROVAL

Recommended by	**Reviewed by**
Print Name: Mitchell D. Thomas, P.E., Assistant County Engineer	**Print Name: J.D. Langford Jr., P.E., County Engineer**
X Mitchell D Thomas 09/03/2024	X J D Langford 09/03/2024
1. Project Manager Signature Date	**2. Director or Designee Signature Date**

CONSULTANT ACCEPTANCE

Consultant's Designated Agent	**Consultant Project Manager: The Lunz Group**
Print Name: Craig Fennig, Managing Director, The Lunz Group, Inc.	**Print Name: Greg Selvidge, Project Manager**
X Craig Fennig 09/03/2024 Craig Fennig (Sep 3, 2024 15:04 EDT)	**Consultant Project Manager Email & Telephone#:** **gselvidge@lunz.com 863.682.1882 O / 863.712.0093 C**
3. Consultant Signature Date	

PURCHASING REVIEW

Purchasing Manager or Designee

Print Name: Lori K. DeLoach, Purchasing Manager

X Lori K DeLoach 09/03/2024

4. Purchasing Manager or Designee Signature Date

LEGAL REVIEW

County Attorney or Designee

Print Name: Sherry Sutphen, County Attorney (Chantel Strahan, designee)

X Chantel Strahan 09/05/2024
Chantel Strahan (Sep 5, 2024 10:34 EDT)

5. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee (under $50,000)	**Board Chair (over $50,000)**
Print Name: Laurie A. Hurner, County Administrator	**Print Name: Kevin Roberts, Chair**
X To be executed by chair	**X**
6. County Administrator or Designee Signature Date	**7. Board Chair or Designee Signature Date**

Exhibit "A"
Scope of Work

Project: **Spring Lake Fire Station #23 Project # 21104**
Address: **7301 Haywood Taylor Blvd, Sebring, FL 33876. Strap# C-07-35-30-A00-0040-0000**

The CONSULTANT is to provide the following services for the Project. The CONSULTANT shall keep the COUNTY informed of the progress of such work.

The CONSULTANT shall provide professional services for a 4-Bay Fire Station, including architecture and interior design. Structural Engineering, Mechanical Engineering, Electrical Engineering and Fire Protection Engineering consultation services will be provided by CONSULTANT's subconsultants identified in Exhibit "C" attached hereto.

TASK 1. Design Development Phase Services

Based on the approved Schematic Design Documents and adjustments authorized by COUNTY, CONSULTANT will proceed with design development, including but not limited to establishing the scope, relationships, forms, size, and appearance of the project by means of construction plans, elevations, and sections, typical construction details, and equipment layouts. These documents will identify major systems and materials, including quality levels.
For review by regulatory agencies, CONSULTANT will submit the design development documents approved by COUNTY to the following departments (authorities having jurisdiction), as applicable, for their early initial review and comments:

- Fire Marshall

For utilities, CONSULTANT will:

- Coordinate availability and capacity with the following Project engineers of record: Civil, Electrical, and Mechanical.
- Initiate approval process by utility companies

CONSULTANT will update area and volume calculations to check the following against the Project program:

- Usable Area
- Area per Person
- Parking Count

CONSULTANT will review the construction drawings to verify that the information reflects the Project design intent and to help avoid conflicts, including but not limited to the following disciplines:

- Structural
- Mechanical
- Electrical
- Plumbing

Deliverables – Digitally transmitted as PDFs to COUNTY

- Meeting minutes

- Drawings
    - Overall illustrative Site Plan
    - Floor Plans including:
        - Typical and Special Room Layouts
        - Typical and Special Room Reflected Ceiling Plans
    - Roof plan indicating access and location of major equipment
    - Main Building Elevations
- Typical Bay Fenestration
    - Overall Building Sections
- Details
    - Typical Exterior Wall Sections
    - Typical Assembly Types
    - Key Exterior Details
    - Typical Partition Details
    - Typical and Special Interior Elevations
- Schedules, including but not limited to:
    - Typical Room Finish Schedule
    - Typical Door Schedule
    - Typical Glazing Schedule
- Structural (with element sizes)
    - Foundation Plan
    - Floor Framing Plans
    - Roof Framing Plans
    - Important Typical and Special Details
- Mechanical
    - HVAC design and documentation
- Fire Alarm design
    - System Layout Plans with Vertical Shafts, Air Intake and Exhaust, Equipment Rooms, and Roof Mounted Equipment
    - Distribution and Riser Diagrams
- Fire Protection
    - Fire Protection sprinkler layouts and documentation
- Equipment
    - Typical and Special Room Layouts
- Coordination
    - Typical ceiling spaces with architectural, structural, mechanical, and electrical elements
    - Typical shaft spaces with architectural, structural, mechanical, and electrical elements

- Perspective sketches (1)
- Draft specifications

Meetings

- Construction documents progress meeting (up to two (2)). One (1) meeting will be virtual and one (1) meeting will take place at COUNTY's location.

TASK 2: Construction Documents Phase Services

CONSULTANT will provide Construction Documents based on the approved design development submission and approved project budget. The Construction Documents will include General Conditions and Master Technical Specifications. The Construction Documents will also include detailed requirements for construction and include drawings and specifications that establish the quality level for systems and materials.

Deliverables – Digitally transmitted as PDFs to COUNTY

- Complete construction documents, including all plans and shop drawings
- Specifications
- Meeting minutes

Meetings

- Construction documents progress meeting (up to two (2)). One (1) meeting will be virtual and one (1) meeting will take place at COUNTY's location.

TASK 3: Bidding or Negotiation Phase Services

CONSULTANT will provide bid documents and attend an on-site pre-bid conference, including a site visit if necessary. CONSULTANT will provide response or clarifications, via written response or graphic response as required, to bid questions during the pre-defined question period of the bid.

Deliverables

- One (1) on-site pre-bid conference
- Response to bidders' requests for clarifications

TASK 4: Construction Phase Services

CONSULTANT will provide Construction Phase services as described below.

Deliverables

- The review of shop drawings and finish submittals includes resubmissions as necessary
- Response to Requests for Information (RFIs) during construction.
- Generation of Architect's supplemental instructions (ASI's) as needed.
- Review of PCO's (Proposed Change Orders)

Meetings

- Scheduled visits to the Project property to review the construction progress once (1x) per month = twelve (12) on-site meetings, plus one (1) substantial completion inspection and one (1) final completion inspection. Virtual meetings will be held once (1x) per month, two (2) weeks after each on-site meeting.

PERIOD OF SERVICES:

Upon receipt of a Notice to Proceed, purchase order and duly executed copy of this CSA, the CONSULTANT will promptly initiate the Scope of Work outlined above. Each of the following items will be completed based on the number of calendar days after this CSA is executed:

ITEM	DESCRIPTION	DAYS
1	Design Development Phase Services	56
2	Construction Documents Phase Services	112
3	Bidding or Negotiation Phase Services*	90
4	Construction Phase Services*	453

For a total of 711 calendar days.

*Additional days may be included by Amendment to allow for County solicitation and approval processes.

Exhibit "B"
Compensation

Spring Lake Fire Station #23 Project # 21104		
TASK	**DESCRIPTION**	**FEE**
1	**Design Development Phase Services**	$68,064.00
2	**Construction Documents Phase Services**	$96,149.00
3	**Bidding or Negotiation Phase Services**	$12,628.00
4	**Construction Phase Services**	$40,475.00
FIXED FEE		**$217,316.00**
Not-to-Exceed Reimbursable Expenses		**$8,580.00**
Total		**$225,896.00**

Payments are to be made monthly based on the percentage completed of each task.

Reimbursable expenses are to be submitted, in writing to COUNTY's project manager, for approval prior to CONSULTANT incurring the expense.

Exhibit "C"
Sub-Consultants

Type/Service:	**Mechanical, Electrical, Plumbing & Fire Protection Engineering**
Name:	**MES Group Inc.**
Address:	**550 North Reo St. Suite 203, Tampa, FL 33609**
Contact:	**Nick Stephenson, PE, Vice President**
Contact Phone:	**813.289.4700**
Contact E-mail:	**Nick.stephenson@mesgroupinc.com**

Type/Service:	**Structural Engineering**
Name:	**Fullone Structural Group Inc.**
Address:	**2253 Central Ave. #105, St. Petersburg, FL 33713**
Contact:	**Joe Fullone, PE, S.I., President & Principal Engineer**
Contact Phone:	**727.577.2222**
Contact E-mail:	**Joe@Fullonesg.com**

EXHIBIT "D"
Plans/Drawings

Not Applicable as of the date of this CSA.

20-024 The Lunz Group CSA 2 v4 Spring Lake Fire Station (2024.09.03) (002)

Final Audit Report 2024-09-05

Created:	2024-09-03
By:	Kelli Bronson (kbronson@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI-vS_UkypgHh94sMZyvngfU7STP_yXm7

"20-024 The Lunz Group CSA 2 v4 Spring Lake Fire Station (2024.09.03) (002)" History

Document created by Kelli Bronson (kbronson@highlandsfl.gov)
2024-09-03 - 6:11:33 PM GMT

Document emailed to Mitchell Thomas (mdthomas@highlandsfl.gov) for signature
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2024-09-03 - 6:11:45 PM GMT

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2024-09-03 - 6:18:21 PM GMT

Document e-signed by Mitchell Thomas (mdthomas@highlandsfl.gov)
Signature Date: 2024-09-03 - 6:19:38 PM GMT - Time Source: server

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Document e-signed by Craig Fennig (cfennig@lunz.com)
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2024-09-03 - 8:11:19 PM GMT

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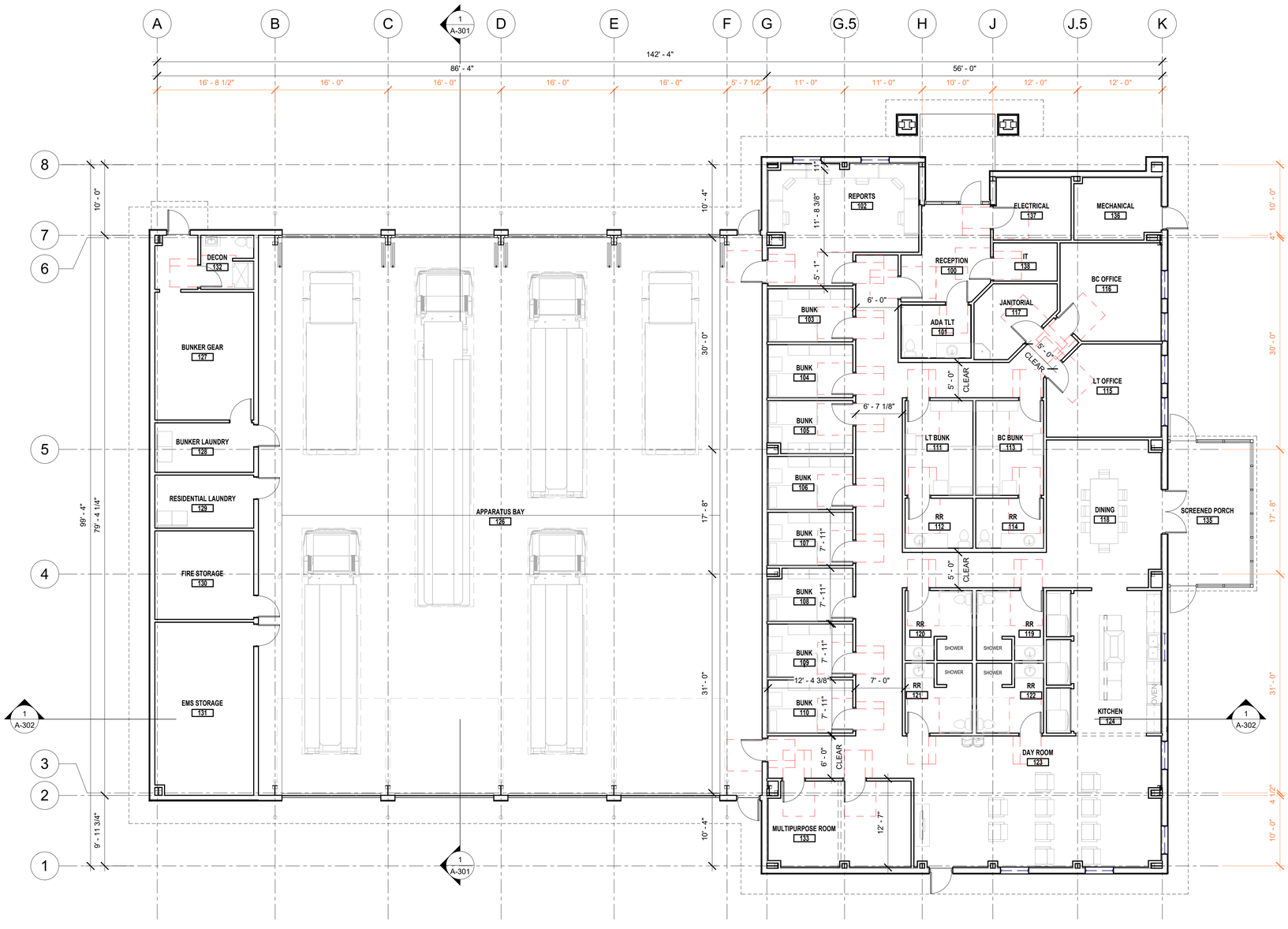
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2024-09-05 - 2:32:00 PM GMT

Document e-signed by Chantel Strahan (cstrahan@highlandsfl.gov)
Signature Date: 2024-09-05 - 2:34:38 PM GMT - Time Source: server

Agreement completed.
2024-09-05 - 2:34:38 PM GMT

GENERAL SHEET NOTES

1. FURNITURE SHOWN FOR REFERENCE ONLY CONTRACTOR SHALL COORDINATE WITH COUNTY FOR SPECIFIC ITEMS TO BE PROVIDED / INSTALLED. NOT INCLUDED IN SCOPE OF WORK.
2. REFER TO CIVIL DRAWINGS FOR COMPONENTS 5'-0" OUTSIDE OF THE BUILDING ENVELOPE.
3. REFER TO ELECTRICAL DRAWINGS FOR ALL GENERATOR TIE-IN DETAILS AND INFORMATION.
4. REFRIDGERATOR AND ASSCOCIATED KITCHEN COMPONENTS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR WITH COORDINATION OF THE OWNER FOR SPECIFIC TYPE AND MODEL TO BE SELECTED.
5. CONTRACTOR TO VERIFY ALL DIMENSIONS, NOTIFY ARCHITECT WITH ANY DIMENSIONAL CONFLICTS.



1 OVERALL FLOOR PLAN
1/8" = 1'-0"

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THE LUNZ GROUP

149

HCFR PROTOTYPE FIRE STATION

4-BAY FLOOR PLAN

#	ISSUED FOR	DATE
	CONCEPTUAL	2024.01.31
	Schematic Design	2024.03.29

DRAWN BY: --
REVIEW BY: --

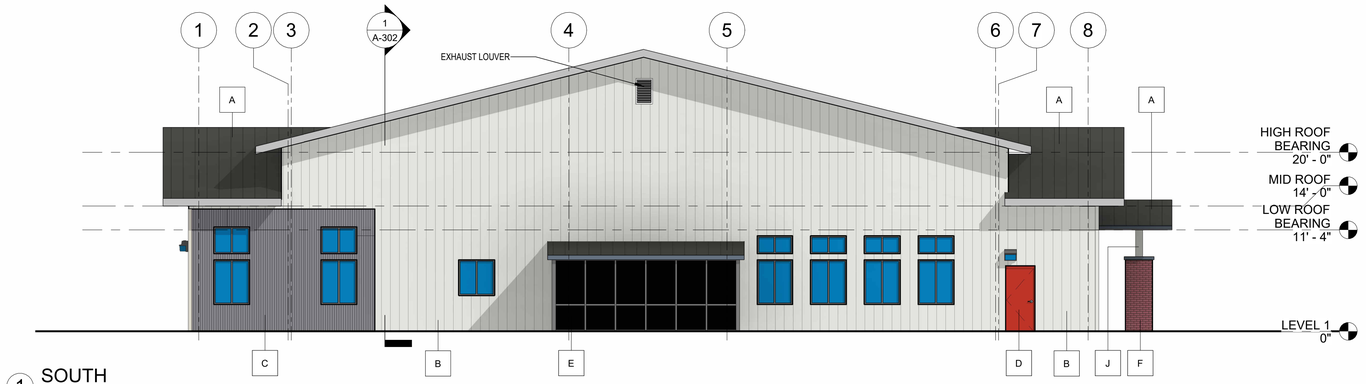
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Lakeland, FL 33801
p 863.682.1882
f 863.687.6346
lic. AR94778

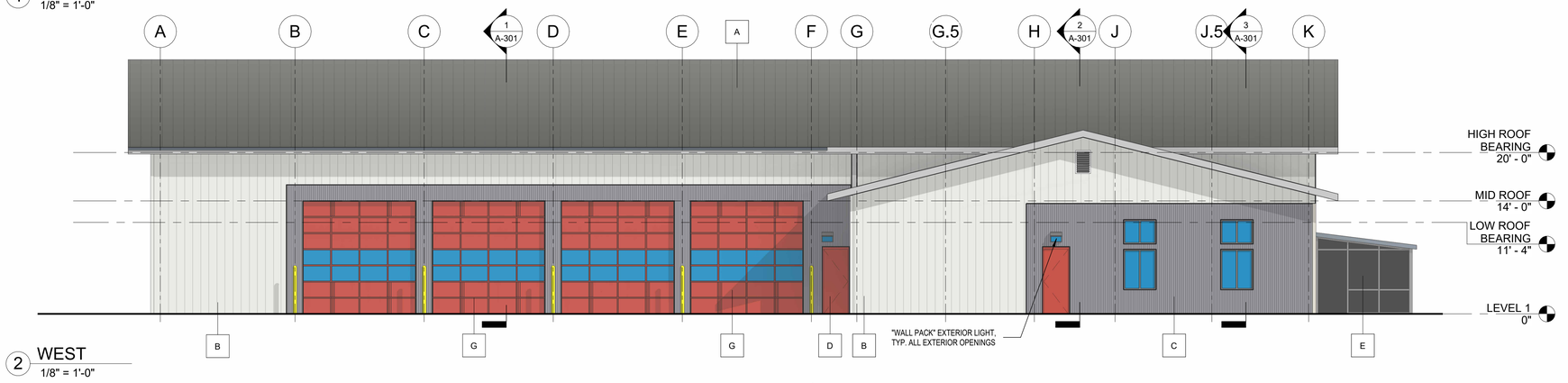
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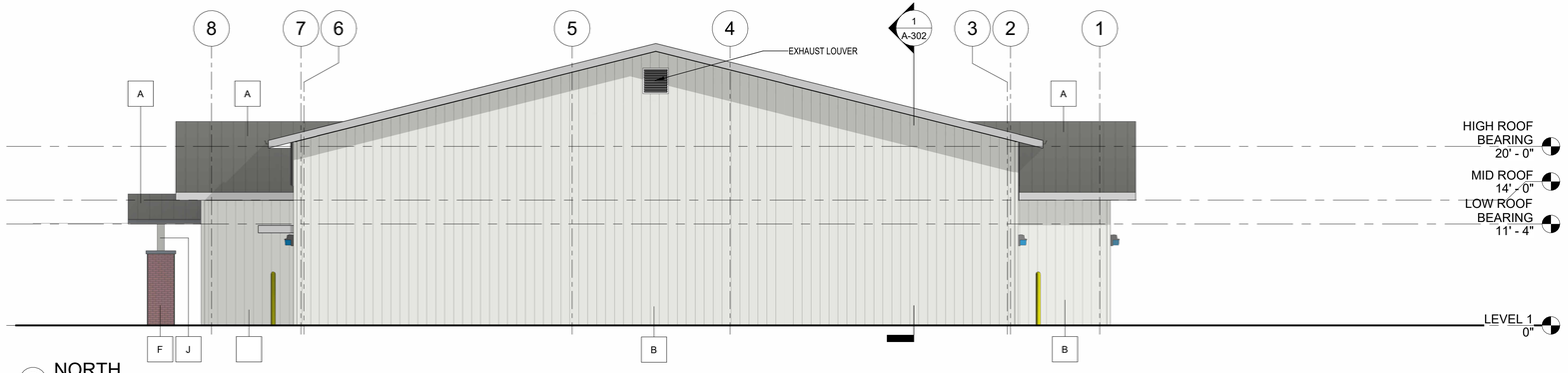
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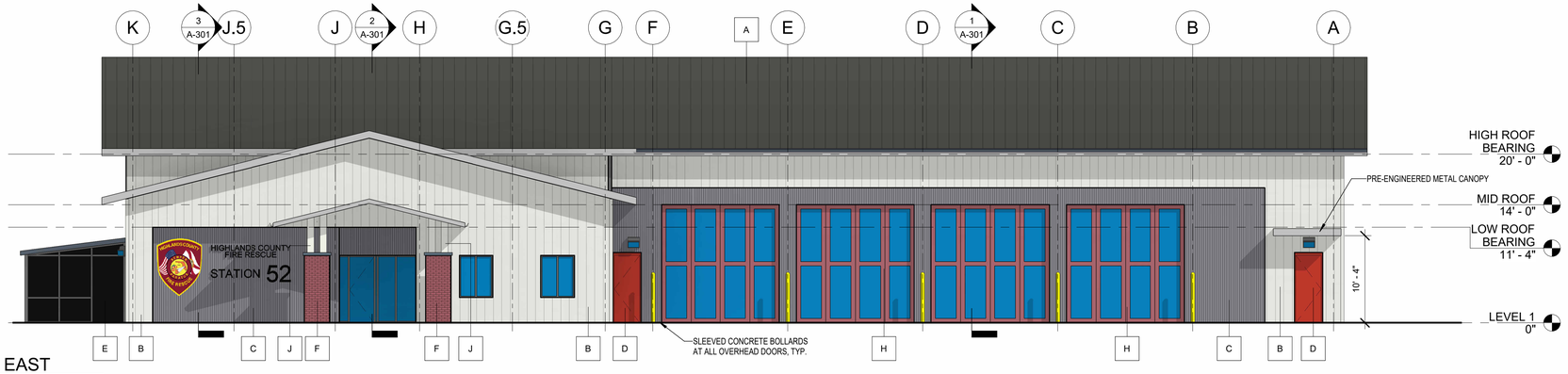
1 SOUTH
1/8" = 1'-0"



2 WEST
1/8" = 1'-0"



3 NORTH
1/8" = 1'-0"



4 EAST
1/8" = 1'-0"

ELEVATIONS MATERIAL LEGEND

A	Standing Seam Metal Roof (BOD Pac-Clad)
B	Exterior Metal Panel System (BOD Pac-Clad), Profile TBD.
C	Exterior Metal Panel System (BOD Pac-Clad), Profile TBD.
D	Hollow Metal Exterior Door, Paint Finish by Manufacturer
E	Mesh Screen
F	Exterior Brick Veneer (BOD Interstate Brick)
G	Overhead Coiling Door, Paint Finish by Manufacturer
H	Bifold Door, Paint Finish by Manufacturer
J	Painted Steel Column

GENERAL NOTES:

1. SEE ELECTRICAL DRAWINGS FOR EXTERIOR LIGHT FICXTURES
2. ALL SIGNAGE LIGHT FIXTURES TO BE APPROVED BY OWNER / AGENT
3. GC TO CONFIRM FIXTURE MOUNTING HEIGHTS PER COUNTY STANDARDS
4. SEE ROOF PLAN FOR GUTTER / DOWNSPOUT SIZING AND LOCATION
5. SEE MECHANICAL FOR EXACT SIZING, LOCATION AND HEIGHT OF LOUVERS

THE LUNZ GROUP

HCFR PROTOTYPE FIRE STATION

EXTERIOR ELEVATIONS

#	ISSUED FOR	DATE
	CONCEPTUAL	2024.01.31
	Schematic Design	2024.03.29

DRAWN BY: --
REVIEW BY: --

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER: **Kelsey Whidden, Floodplain Manager/NPDES Coordinator**

SUBJECT/TITLE: **Consideration of Statement of Legislative Intent for floodplain ordinance modifications required to maintain the County's Community Rating System at Level 8.**

STATEMENT OF ISSUE

A review of Highlands County's floodplain ordinance with State of Florida Department of Emergency Management's Bureau of Mitigation's Ordinance Coordinator determined that, to retain the current standing of Level 8 with the Community Rating System floodplain ordinance modifications would be required.

As a participating community in the National Flood Insurance Program, participation in the Community Rating System offers discounted rates on flood insurance by gaining points for various actions lined out in the National Flood Insurance Program Community Rating System Coordinator's Manual (FIA-15/2017). The current standing of Level 8 affords community members a 10% reduction on flood insurance premiums county-wide. In order to maintain Level 8 standing, modification of floodplain ordinances are necessary. If ordinance modifications are not made to comply with the Community Rating System, the community will move to a Level 9, increasing flood insurance rates by decreasing to a 5% discount county-wide.

The purpose of the Statement of Legislative Intent is to request direction as to whether the Board desires staff to draft a proposed ordinance to meet the Community Rating System requirements to maintain the Level 8 discount.

RECOMMENDED ACTION

Direct staff on how to proceed.

FISCAL IMPACT

No fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER:	**Leah Sauls, Development Services Director** **JD Langford, PE, County Engineer**
SUBJECT/TITLE:	**Request the Board to review the Scope of Work provided by Alfred Benesch & Company and select which items from the Scope of Work the Board would like to be funded and studied; additionally request for the board to approve the agreement between Highlands County and Alfred Benesch & Company for the completion of the Highlands County Comprehensive Alternative Revenue Funding Study.** **Subject areas included in the study and analysis: Impact Fees, Municipal Service Taxing Unit (MSTU) User Fees, Municipal Service Benefit Unit (MSBU) User Fees, and other alternative revenues.**

STATEMENT OF ISSUE

Following Board direction, over the last several months staff has been working to craft, post and review a Request for Proposal (RFP) (23-040-KSB) for a comprehensive funding study, which includes the evaluation of Impact Fees, Municipal Service Taxing Units (MSTUs), Municipal Service Benefit Units (MSBUs) and other alternative revenues to plan for equitable distribution of the costs associated with the population's growth and expansion of the county while maintaining the current level of service provided to its residents.

The RFP requested the study to cover the following areas:
A. Transporation (roads), Alternative Transportation Methods (Multiuse Paths), & Public Transportation (Door-to-Door, Fix Route, On-Demand)
B. Educational Facilities (Schools)
C. Parks
D. Libraries
E. Public Buildings (Capital Project Items, for example County Buildings expansion for the Board, Tax Collector, Property Appraiser, Clerk, & Elections; Health Department)
F. Law Enforcement (Sheriff)
G. Correctional Facilities (Jail)
H. Fire Facilities
I. EMS Facilities
K. Solid Waste
L. Storm Water Fee and Rate Study
M. Alternative Revenue Sources (Examples: MSTUs, MSBUs, Sales Tax, Business Sales Tax)

Two firms responded to the RFP, only one firm, Alfred Benesch & Company, qualified.

This study will meet the Florida Statutory requirements for an updated Impact Fee study and will provide the Board the option for implementation of impact fees, if the Board so chooses.

Item of note related to this study. The Florida law has now changed and requires that an impact fee study be completed within the 12 months before adoption of impact fees. Previously, the board would have had an approximately a 5-year time frame to adopt the impact fees.

Florida Statue 163.31801 The "Florida Impact Fee Act."
5. (g) 1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

If the Board approved the Revenue Study Agreement the following would be the timeline of the study and public hearings:
October 2024 - approve agreement
November 2024 - begin work with consultant
September 2025 - final draft of the comprehensive review study
October 2025 - hearing process & adoption of fees

Notes: 1. Impact Fees are used to fund capital items. 2. MSBUs are typically used for maintenance cost.

RECOMMENDED ACTION

Move to approve the Scope of Work selected by the Board and approve the agreement between Highlands County and Alfred Benesch & Company for the completion of the Highlands County Comprehensive Alternative Revenue Funding Study; and, if necessary, direct staff to bring back a Budget Amendment for from fund balance to cover the difference of the study's cost vs. the current budget for the study.

FISCAL IMPACT

The fiscal impact will be decided with board direction; there are several ways this study can be paid for.

Option 1. The Board pays the study in full via the Fund 005 (General). The BCC has budgeted $360,000 in Fund 005 (General). The study as currently quoted is $413,798.00. The fiscal impact for option 1 would be $360,000 from Fund 005 (General), Central Services Account; $53,798 Fund 005 (General), Reserve for Contingency Account.

Option 2. The Board choses to complete the entire study, but have various funds cover the cost, e.g. School Board, Fire Services, and Solid Waste. The possible fiscal Impact for option 2 would be: $332,902 from Fund 005 (General); $42,832 from School Board; $19,082 Solid Waste Enterprise Fund; and $18,982 Fire Services Fund.

Option 3. The Board choses only to fund select areas of the proposal. The fiscal impact will be determined by the selection of areas chosen to be studied, the majority will most likely be covered by Fund 005 (General), but the cost may be also spread across additional cost centers such as the Fire Service Fund.

Options 4. (Staff Recommendation) The fiscal impact would be $332,902 from Fund 005 (General); $42,832 from School Board; $18,982 from Fire Services, do not fund study cost for Solid Waste as Solid Waste is an enterprise fund; total study cost $394,716.

Attachments: Agreement RFP 23-040-KSB.Impact Fee Study.SGS.v3.pdf
Impact Fee Scope of Work Options.pdf
County Comp. Pt 1.png
County Comp. Pt 2.png
County Comp. Pt 3.png
County Comp. Pt 4.png
County Comp. Pt 5.png
LLW Involvement_signed.pdf
Benesch RFP Proposal Response rescan.pdf
Ord 05-06-44 (FY 05_06 Ordinance Adopting Impact Fees).pdf

AGREEMENT

THIS AGREEMENT is made by and between **Highlands County**, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and **Alfred Benesch & Company**, 1000 N. Ashley Drive Suite 400, Tampa, FL 33602, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Impact Fee Study, Municipal Service Taxing Unit (MSTU), Municipal Service Benefit Unit (MSBU) and Revenue Sourcing Study services, pursuant to the COUNTY's Purchasing Policy and RFP-23-040-KSB; and,

WHEREAS, the CONSULTANT submitted the most responsive and advantageous proposal to the COUNTY related to the services set forth in RFP-23-040-KSB; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation and the response thereto;

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall extend from the date of execution by the COUNTY ("Effective Date") until all of the tasks set forth in the Scope of Services have been completed.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. OBLIGATIONS OF THE CONSULTANT.

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

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

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

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

SECTION 5. STANDARD OF CARE.

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

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

SECTION 6. COMPENSATION.

A. Compensation for services completed by the CONSULTANT will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

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

SECTION 7. TERMINATION.

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

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

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

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

SECTION 9. INSURANCE.

A. The CONSULTANT shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $1,000,000 per accident,

      OR

   b. Bodily Injury: $1,000,000 per person,

      AND

      Property Damage: $1,000,000 per accident;

2. GENERAL LIABILITY: Three Million Dollars ($3,000,000.00) each occurrence;

3. PROFESSIONAL LIABILITY: Three Million Dollars ($3,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required as required by Florida law. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the CONSULTANT shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the

duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONSULTANT,
2. The specified job by name and job number,
3. List "HIGHLANDS COUNTY" as an Additional Insurer,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The CONSULTANT shall include "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the COUNTY with proof of same.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONSULTANT's obligation to fulfill the insurance requirements specified herein.

E. The CONSULTANT shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONSULTANT shall maintain proof of same on file and made readily available upon request by the COUNTY.

F. The CONSULTANT hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONSULTANT shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONSULTANT and shall deliver evidence of the same to the to the COUNTY upon reasonable request.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or sub providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

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

SECTION 11. ENTIRE AGREEMENT.

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

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

COUNTY PUBLIC RECORDS CUSTODIAN:
GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 702-6836
HCBCCRECORDS@HIGHLANDSFL.COM

B. CONSULTANT 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONSULTANT, its employees, sub-contractors, sub-consultants, 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 CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

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

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONSULTANT, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of

execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, sub-consultants, representatives, volunteers or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, sub-consultants, 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. The CONSULTANT waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

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

SECTION 19. BINDING EFFECT.

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

SECTION 20. ASSIGNMENT.

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

SECTION 21. SEVERABILITY.

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

SECTION 22. WAIVER.

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

SECTION 23. NOTICE.

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

COUNTY: Highlands County
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Highlands County
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONSULTANT: Alfred Benesch & Company
William Ball, Senior Vice President
1000 N. Ashley Dr. Suite 400
Tampa, FL 33602
bball@benesch.com

SECTION 24. MODIFICATION.

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

SECTION 25. HEADINGS.

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

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

SECTION 27. CONFLICT OF INTEREST.

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

SECTION 28. PUBLIC ENTITY CRIMES.

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

SECTION 29. JOINT AUTHORSHIP.

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

SECTION 30. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 31. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONSULTANT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONSULTANT, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONSULTANT has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 32. SOVEREIGN IMMUNITY.

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

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

SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONSULTANT 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 CONSULTANT shall require any and all sub-contractors 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 sub-contractor shall provide an affidavit to the CONSULTANT stating that the sub-contractor does not employ, contract with or subcontract with any ineligible individuals and the CONSULTANT 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 CONSULTANT'S breach of this provision, any and all such costs shall be paid by the CONSULTANT immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 34. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

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

SECTION 35. ELECTRONIC SIGNATURE.

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

SECTION 36. ATTACHMENTS

The CONSULTANT hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to Highlands County as part of the CONSULTANT'S response to Highlands County for solicitation RFP23-040-KSB. All such attachments are hereby ratified and if the CONSULTANT knowingly submitting such attachments to Highlands County with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the COUNTY.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2024.

HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONSULTANT

By: _____

Print: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Consultant, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC, State of Florida

EXHIBIT A

SCOPE OF SERVICES

This scope of services to prepare the funding study for Highlands County is organized into three major tasks that include the initial background review, data collection and the kick-off meeting; technical analysis to prepare the funding study; technical report and public meetings. The work plan for each of the three major tasks is presented as follows.

TASK 1: KICK-OFF MEETING, BACKGROUND AND DATA COLLECTION

As soon after the effective date of the Agreement as possible, Benesch will coordinate with the County for the collection of the specific studies, data, current policies and procedures and other related information necessary to complete the study.

Benesch will review the background information and facilitate a kick-off meeting with key County staff to discuss major technical, legal and policy issues; coordinate staff/Benesch responsibilities; and refine the project schedule as necessary. The topics that will be discussed include but are not limited to the following:

- Recent changes in legal requirements related to the implementation of impact fees;
- Role of impact fees in Highlands County;
- Roadway-based transportation impact fees vs. multi-modal fees;
- Impact fee methodologies used throughout Florida;
- Population trends/projections;
- Cost trends;
- Available funding for capacity projects;
- Future needs/projects; and
- Any administrative or implementation related issues/concerns.

Deliverables: Minutes from the kick-off meeting and an updated project schedule.

TASK 2: TECHNICAL ANALYSIS

This task addresses the development of the impact fees, which will reflect the capital costs of providing related infrastructure in Highlands County. This work effort includes the review of population trends, level of service analysis, development of the demand component, a review of the design, construction, land/right-of-way (ROW) and other related costs, and credit calculations due to other funding allocated to capacity projects. In addition, alternative funding options will be evaluated.

The methodology used in the study will comply with the requirements of court cases of the State of Florida and State statutes.

Subtask 2.1: Future Growth Projections and Level of Service (LOS) Analysis

Benesch will work with the County and document the County's historical population growth patterns and projections for future growth using data available from the U.S. Census, University of Florida Bureau of Economic and Business Research (BEBR), County's Planning Department, and available development data/information. A review of recent permitting trends by land use will be completed as data available.

Achieved/current LOS for each service area will be calculated and compared to the adopted LOS standards as applicable. Highlands County's achieved LOS or adopted LOS standards will be compared to other nearby or similar jurisdictions as data available.

Subtask 2.2: Inventory of Existing and Planned Facilities

The County will provide information on the inventory of the existing capital facilities for each service area. Planned facilities will be documented based on the information in the Capital Improvement Plan (CIP) and other documents collected as part of the Task 1 effort, as well as discussions with County representatives. In addition to the CIP, any long range and/or master plans the County has prepared for the impact fee service areas will be reviewed.

Subtask 2.3 – Demand Component

This subtask will develop the demand component for the impact fee calculations. Parks & recreation and library facility impact fees are typically charged only to residential land uses and the demand is measured in terms of persons per housing unit. The latest data available for Highlands County from American Community Survey (ACS) will be used for this component.

The demand component of transportation impact fees is measured in terms of vehicle miles of travel (VMT) and in the case of multi-modal/mobility fees, it is measured in terms of person miles of travel (PMT). Benesch has an extensive database that includes trip characteristics studies completed in Florida for more than 40 land uses, which measure trip generation rate, trip length and capture trips for each land use. We have used this database in previous transportation impact fee studies throughout Florida. Availability of this data enables our clients to meet the State requirements related to using localized data, as opposed to relying solely on national data.

The demand component will be developed based on secondary data sources, such as trip length information from the travel demand model, the latest ITE Trip Generation Handbook (11th Ed.), Benesch's trip characteristics database, FDOT General Level of Service tables and any other available data.

In the case of school impact fees, the demand is measured in terms of student generation rates. This component is prepared through a GIS-based analysis by matching geocoded student addresses with the Property Appraiser database to determine the generation rate of each residential category.

Demand component for stormwater impact fees and rates studies is measured in terms of impervious area. The County will provide this information based on sampling of properties.

For all other impact fees, Benesch typically uses functional population per unit of land use. Functional population measures the benefit to each land use based on the presence of people at that land use throughout the day. In other words, land uses are charged for the availability of these services based on full-time equivalent persons present at each land use throughout the day.

Benesch will work with the County to determine land uses that should be included in impact fee schedule based on types of development being permitted.

Subtask 2.4 – Cost Component

The cost component for the impact fee will be developed to reflect the current cost of adding capacity in Highlands County. Cost elements reviewed will include design and engineering inspection, construction, land/ROW, vehicles/equipment and other related costs. We will review recent bids, recently completed local projects (within the past five years), recent land/ROW purchases or appraisals and other relevant documents to identify service facility improvement costs that may be considered in the calculation of the cost component of the impact fee formula for the County. This information will be compared to and/or supplemented with Benesch's cost databases that include information from other Florida jurisdictions.

This analysis will be documented in the technical report.

Subtask 2.5 –Credit Component/Available Funding Analysis

Benesch will review historical and projected capital improvement funding sources and expenditures for land/ROW, construction, design, and engineering inspection as well as vehicle/equipment purchases in Highlands County.

Debt service (both existing and anticipated over the period of the adopted Capital Improvement Plan) will be reviewed to determine the amount creditable for
capital expansion projects. Based on this information, the credit component of the impact fee equation will be developed. This review also will include any applicable funding sources used for capital expansion projects in Highlands County, such as General Fund/ad valorem tax, fuel tax, State funding, etc. as appropriate.

Subtask 2.6 – Fee Schedules and Revenue Estimates

Based on the results of Tasks 1 and 2, a fee schedule for each service area will be developed. The calculated fees will be compared to those adopted by nearby or similar jurisdictions. The comparison will present adopted fee rates, date of the most recent technical study and adoption percentage, as information is available.

As part of this task, revenue projections will be prepared for each service area based on recent permitting levels

and future growth projections. Projections will be prepared for the next 5, 10 and 20 years.

Subtask 2.7 – Benefit District Analysis

To ensure that fee payers receive the associated benefit it may be appropriate to develop benefit districts for some of the fees. This task will review the service provision, any man-made or natural barriers, development patterns, and other variables to develop benefit districts.

Subtask 2.8 – Stormwater Rate Study

In this task, GovRates will develop preliminary stormwater rates for Highlands County. Specific tasks will include review of historical customer utilization data, projections of future utilization, development of revenue estimates and stormwater rate design.
Impervious area data will be provided by the County. Resulting rates will be incorporated into the technical report.

Subtask 2.9 – Special Assessment/MSBU Calculations

This task will review service areas that can benefit from a special assessment/MSBU program for operational and/or capital expenditures (maintenance and new capacity).

Subtask 2.10 – Additional Revenue Sources

Additional revenue sources, such as MSTU millage, local option sales tax, user fees will be evaluated to determine the portion of growth-related costs funded with each funding source. Examples of funding sources used by up to five other jurisdictions will be provided.

Subtask 2.11 –Draft and Final Technical Reports

A draft technical report documenting the results of Tasks 1 and 2 will be prepared and submitted for review by the County staff. The technical report will include all information, estimates, projections, and data analysis, as well as any assumptions made, and methodologies employed to complete these tasks.

A meeting will be held with the County staff and administration for Benesch to present draft report findings, respond to questions and prepare for public meetings.

Upon receipt of comments from the County, Benesch will make the necessary revisions to the draft report and prepare the final report, which will incorporate input from the County, Board of County Commission and other community groups and stakeholders as appropriate.

Deliverables: Draft Technical Reports

TASK 3: FINAL STUDY AND PUBLIC PRESENTATIONS

Benesch will submit the final report to the County's project manager.

As part of this task, the following five meetings and presentations will be conducted:

- Three public meetings to present study results and obtain input.
- Two meetings with the Board of County Commission to present study results and obtain input.

For all presentations, Benesch will prepare user-friendly, easy-to-follow materials in PowerPoint and provide drafts to County staff for review prior to each meeting/presentation. In addition to these formal meetings, **Benesch will be in close contact with the County's project manager to ensure that the County is aware of the study's progress**.

Deliverables: Final Technical Report and up to five presentations.

EXHIBIT B

COMPENSATION

The professional fees to prepare the technical study for the Highlands County are Four Hundred Thirteen Thousand Seven Hundred Ninety-eight and No/100 Dollars ($413,798.00), which includes three virtual and five in-person meetings. It is agreed that the stormwater impact fee and rate analyses will be prepared by a subconsultant of the CONSULTANT, GovRates. All other work will be completed entirely by Benesch staff without using any subconsultants and the fee for the service set forth herein includes all work performed by the CONSULTANT and the subconsultant GovRates. This is a lump sum budget, and the County will be invoiced monthly for the portion of the work completed. Only the meetings that take place will be invoiced. The table below provides a summary of fees by Task and the tables after detail the professional fees under each Task.

Impact Fee Study, Municipal Service Taxing Unit (MSTU)
& Municipal Service Benefit Unit (MSBU)
Revenue Sourcing Study

TASK	DESCRIPTION	FEE
1	Background & Data Collection	$10,297
2	Technical Analysis	$370,960
3	Final Study & Public Presentations	$32,541
FIXED FEE (INCLUDING REIMBURSABLE EXPENSES)		**$413,798**

Highlands County
Impact Fee Study, Municipal Service Taxing Unit (MSTU) & Municipal Service Benefit Unit (MSBU), Revenue Sourcing Study Benesch Project Budget Details

SUB TASK #	SUBTASK DESCRIPTION	Senior Project Manager $295.00	Senior Eng/Pln $155.00	Planner/ Engineer $130.00	GIS Specialist $110.00	Admin/ Clerical $72.00	TOTAL TASK HOURS	BURDENED COST/ TASK
TASK 1	**DATA COLLECTION AND REVIEW**	**15.0**	**24.0**	**16.0**	**0.0**	**1.0**	**56.0**	**$10,297**
1.1	Send Data Request Memorandum	2.0	3.0			1.0	6.0	$1,127
1.2	Review Background Materials & Data Received	8.0	15.0	13.0			36.0	$6,375
1.3	Conduct the Kick-off Meeting (Virtual)	3.0	3.0	3.0			9.0	$1,740
1.4	Prepare Minutes & Revised Schedule	2.0	3.0				5.0	$1,055
TASK 2	**TECHNICAL ANALYSIS**	**470.0**	**772.0**	**755.0**	**122.0**	**15.0**	**2,134.0**	**$370,960**
2.A	**TRANSPORTATION IMPACT FEE (INCLUDES ROADS, MULTI-MODAL & PUBLIC TRANSPORT)**	***52.0***	***149.0***	***108.0***	***15.0***	***1.0***	***325.0***	***$54,197***
2.A1	Population Growth/LOS/Inventory	8.0	22.0	25.0		1.0	56.0	$9,092
2.A2	Cost Component	12.0	36.0	24.0	4.0		76.0	$12,680
2.A3	Credit Component	11.0	34.0	22.0	3.0		70.0	$11,705
2.A4	Demand Component	9.0	32.0	23.0			64.0	$10,605
2.A5	Benefit Districts	12.0	25.0	14.0	8.0		59.0	$10,115
2.B	**EDUCATIONAL FACILITIES IMPACT FEE**	***45.0***	***103.0***	***71.0***	***39.0***	***1.0***	***259.0***	***$42,832***
2.B1	Population Growth/Enrollment/LOS/Inventory	8.0	13.0	16.0	1.0	1.0	39.0	$6,637
2.B2	Cost Component	10.0	22.0	15.0	3.0		50.0	$8,640
2.B3	Credit Component	9.0	23.0	14.0			46.0	$8,040
2.B4	Demand Component	11.0	32.0	11.0	32.0		86.0	$13,155
2.B5	Benefit Districts	7.0	13.0	15.0	3.0		38.0	$6,360
2.C	**PARKS IMPACT FEE**	***36.0***	***56.0***	***49.0***	***11.0***	***1.0***	***153.0***	***$26,952***
2.C1	Population Growth/LOS/Inventory	6.0	11.0	8.0		1.0	26.0	$4,587
2.C2	Cost Component	10.0	14.0	18.0	3.0		45.0	$7,790
2.C3	Credit Component	8.0	7.0	9.0			24.0	$4,615
2.C4	Demand Component	3.0	5.0	4.0			12.0	$2,180

2.C5	Benefit Districts	9.0	19.0	10.0	8.0		46.0	$7,780

SUB TASK #	SUBTASK DESCRIPTION	Senior Project Manager $295.00	Senior Eng/Pln $155.00	Planner/ Engineer $130.00	GIS Specialist $110.00	Admin/ Clerical $72.00	TOTAL TASK HOURS	BURDENED COST/ TASK
2.D	**LIBRARY IMPACT FEE**	***22.0***	***30.0***	***32.0***	***4.0***	***1.0***	***89.0***	***$15,812***
2.D1	Population Growth/LOS/Inventory	5.0	6.0	7.0		1.0	19.0	$3,387
2.D2	Cost Component	6.0	7.0	6.0	2.0		21.0	$3,855
2.D3	Credit Component	4.0	5.0	6.0			15.0	$2,735
2.D4	Demand Component	2.0	3.0	2.0			7.0	$1,315
2.D5	Benefit Districts	5.0	9.0	11.0	2.0		27.0	$4,520
2.E	**PUBLIC BUILDINGS IMPACT FEE (INCLUDES CAPITOL PROJECTS, BROADBAND, CHILDRENS SERVICES, HUMAN SERVICES, HEALTH, MOSQUITO CONTROL)**	***24.0***	***34.0***	***44.0***	***4.0***	***1.0***	***107.0***	***$18,582***
2.E1	Population Growth/LOS/Inventory	6.0	5.0	8.0		1.0	20.0	$3,657
2.E2	Cost Component	6.0	6.0	7.0	2.0		21.0	$3,830
2.E3	Credit Component	4.0	8.0	7.0			19.0	$3,330
2.E4	Demand Component	3.0	6.0	9.0			18.0	$2,985
2.E5	Benefit Districts	5.0	9.0	13.0	2.0		29.0	$4,780
2.F	**LAW ENFORCEMENT IMPACT FEE**	***20.0***	***36.0***	***41.0***	***5.0***	***1.0***	***103.0***	***$17,432***
2.F1	Population Growth/LOS/Inventory	5.0	7.0	8.0	1.0	1.0	22.0	$3,782
2.F2	Cost Component	4.0	6.0	7.0	2.0		19.0	$3,240
2.F3	Credit Component	3.0	8.0	6.0			17.0	$2,905
2.F4	Demand Component	3.0	6.0	7.0			16.0	$2,725
2.F5	Benefit Districts	5.0	9.0	13.0	2.0		29.0	$4,780
2.G	**CORRECTIONAL FACILITIES IMPACT FEE**	***20.0***	***33.0***	***41.0***	***5.0***	***1.0***	***100.0***	***$16,967***
2.G1	Population Growth/LOS/Inventory	5.0	5.0	8.0	1.0	1.0	20.0	$3,472
2.G2	Cost Component	4.0	6.0	7.0	2.0		19.0	$3,240
2.G3	Credit Component	3.0	8.0	6.0			17.0	$2,905
2.G4	Demand Component	3.0	5.0	7.0			15.0	$2,570
2.G5	Benefit Districts	5.0	9.0	13.0	2.0		29.0	$4,780

SUB		Senior Project	Senior	Planner/	GIS	Admin/	TOTAL	BURDENED

TASK #	SUBTASK DESCRIPTION	Manager $295.00	Eng/Pln $155.00	Engineer $130.00	Specialist $110.00	Clerical $72.00	TASK HOURS	COST/ TASK
2.H	**FIRE FACILITY IMPACT FEE**	***22.0***	***38.0***	***46.0***	***5.0***	***1.0***	***112.0***	***$18,982***
2.H1	Population Growth/LOS/Inventory	5.0	7.0	8.0	1.0	1.0	22.0	$3,782
2.H2	Cost Component	4.0	6.0	8.0	2.0		20.0	$3,370
2.H3	Credit Component	3.0	8.0	7.0			18.0	$3,035
2.H4	Demand Component	5.0	8.0	10.0			23.0	$4,015
2.H5	Benefit Districts	5.0	9.0	13.0	2.0		29.0	$4,780
2.I	**EMS FACILITY IMPACT FEE**	***20.0***	***36.0***	***44.0***	***5.0***	***1.0***	***106.0***	***$17,822***
2.I1	Population Growth/LOS/Inventory	5.0	7.0	8.0	1.0	1.0	22.0	$3,782
2.I2	Cost Component	4.0	6.0	8.0	2.0		20.0	$3,370
2.I3	Credit Component	3.0	8.0	6.0			17.0	$2,905
2.I4	Demand Component	3.0	6.0	9.0			18.0	$2,985
2.I5	Benefit Districts	5.0	9.0	13.0	2.0		29.0	$4,780
2.J	**SOLID WASTE IMPACT FEE**	***26.0***	***40.0***	***37.0***	***3.0***	***1.0***	***107.0***	***$19,082***
2.J1	Population Growth/LOS/Inventory	5.0	7.0	6.0	1.0	1.0	20.0	$3,522
2.J2	Cost Component	7.0	8.0	6.0	2.0		23.0	$4,305
2.J3	Credit Component	3.0	8.0	4.0			15.0	$2,645
2.J4	Demand Component	6.0	8.0	10.0			24.0	$4,310
2.J5	Benefit Districts	5.0	9.0	11.0			25.0	$4,300
2.K	**ENVIRONMENTALLY SENSITIVE LANDS**	***22.0***	***33.0***	***31.0***	***3.0***	***1.0***	***90.0***	***$16,037***
2.K1	Population Growth/LOS/Inventory	4.0	6.0	5.0	1.0	1.0	17.0	$2,942
2.K2	Cost Component	6.0	7.0	6.0	2.0		21.0	$3,855
2.K3	Credit Component	3.0	6.0	4.0			13.0	$2,335
2.K4	Demand Component	4.0	5.0	5.0			14.0	$2,605
2.K5	Benefit Districts	5.0	9.0	11.0			25.0	$4,300

SUB TASK #	SUBTASK DESCRIPTION	Senior Project Manager $295.00	Senior Eng/Pln $155.00	Planner/ Engineer $130.00	GIS Specialist $110.00	Admin/ Clerical $72.00	TOTAL TASK HOURS	BURDENED COST/ TASK
2.L	**STORMWATER IMPACT FEE AND RATE STUDIES**	***46.0***	***65.0***	***82.0***	***7.0***	***1.0***	***201.0***	***$35,147***
2.L1	Population Growth/LOS/Inventory	8.0	12.0	15.0	1.0	1.0	37.0	$6,352
2.L2	Cost Component	12.0	18.0	32.0	4.0		66.0	$10,930
2.L3	Credit Component	12.0	18.0	15.0	2.0		47.0	$8,500
2.L4	Demand Component	6.0	8.0	9.0			23.0	$4,180
2.L5	Benefit Districts	8.0	9.0	11.0			28.0	$5,185
2.M	**Alternative Revenue Sources (MSTU/MSBU/Other)**	***64.0***	***55.0***	***55.0***	***6.0***	***1.0***	***181.0***	***$35,287***
2.N	**Fee Schedules, Comparison & Revenue Estimates**	***23.0***	***32.0***	***46.0***			***101.0***	***$17,725***
2.O	**Draft Technical Report**	***22.0***	***28.0***	***24.0***	***10.0***	***1.0***	***85.0***	***$15,122***
2.P	**Draft Report Review Meeting (Virtual)**	***6.0***	***4.0***	***4.0***		***1.0***	***15.0***	***$2,982***
TASK 3	**FINAL STUDY & PUBLIC MEETINGS**	**58.0**	**71.0**	**29.0**	**4.0**	**3.0**	**165.0**	**$32,541**
3.1	Final Technical Report	18.0	21.0	19.0	4.0	1.0	63.0	$11,547
3.2	Public Meetings (3)	24.0	30.0	6.0		1.0	61.0	$12,582
3.3	BCC Meetings (2)	16.0	20.0	4.0		1.0	41.0	$8,412
	TOTAL PROJECT BUDGET	**543.0**	**867.0**	**800.0**	**126.0**	**19.0**	**2,355**	**$413,798**

Highlands County Impact Fee Study, Municipal Service Taxing Unit (MSTU) & Municipal Service Benefit Unit (MSBU), Revenue Sourcing Study Benesch Project Budget Details						
Chart						
Study Cost As Quoted				Study Cost, Fiscal Impact Option 4. Example (Red Highlight not paid for by General Fund)		
SUB TASK		Total Task Hours	BURDENED COST/TASK (Full Quote)		Quote -Schools & Waste Removed	Notes
#	SUBTASK DESCRIPTION					
TASK 1	DATA COLLECTION AND REVIEW	56	$10,297	DATA COLLECTION AND REVIEW	$10,297	
TASK 2	TECHNICAL ANALYSIS	2,134.00	$370,960	TECHNICAL ANALYSIS		Tech. Analyses Total: $370,960
2.A	TRANSPORTATION IMPACT FEE (INCLUDES ROADS, MULTI-MODAL & PUBLIC TRANSPORT)	325	$54,197	TRANSPORTATION IMPACT FEE (INCLUDES ROADS, MULTI-MODAL & PUBLIC TRANSPORT)	$54,197	
2.B	EDUCATIONAL FACILITIES IMPACT FEE	259	$42,832	**EDUCATIONAL FACILITIES IMPACT FEE**	**$42,832**	**Paid for by School Board**
2.C	PARKS IMPACT FEE	153	$26,952	PARKS IMPACT FEE	$26,952	
2.D	LIBRARY IMPACT FEE	89	$15,812	LIBRARY IMPACT FEE	$15,812	
2.E	PUBLIC BUILDINGS IMPACT FEE (INCLUDES CAPITAL PROJECTS, BROADBAND, CHILDRENS SERVICES, HUMAN SERVICES, HEALTH, MOSQUITO CONTROL)	107	$18,582	PUBLIC BUILDINGS IMPACT FEE (INCLUDES CAPITAL PROJECTS, BROADBAND, CHILDRENS SERVICES, HUMAN SERVICES, HEALTH, MOSQUITO CONTROL)	$18,582	
2.F	LAW ENFORCEMENT IMPACT FEE	103	$17,432	LAW ENFORCEMENT IMPACT FEE	$17,432	
2.G	CORRECTIONAL FACILITIES IMPACT FEE	100	$16,967	CORRECTIONAL FACILITIES IMPACT FEE	$16,967	
2.H	FIRE FACILITY IMPACT FEE	112	$18,982	**FIRE FACILITY IMPACT FEE**	**$18,982**	**Paid for from Fire Services Fund.**
2.I	EMS FACILITY IMPACT FEE	106	$17,822	EMS FACILITY IMPACT FEE	$17,822	
2.J	SOLID WASTE IMPACT FEE	107	$19,082	**SOLID WASTE IMPACT FEE**	**$0**	**This IF not needed, as solid waste is an enterprise fund.**
2.K	ENVIRONMENTALLY SENSITIVE LANDS	90	$16,037	ENVIRONMENTALLY SENSITIVE LANDS	$16,037	
2.L	STORMWATER IMPACT FEE AND RATE STUDIES	201	$35,147	STORMWATER IMPACT FEE AND RATE STUDIES	$35,147	
2.M	Alternative Revenue Sources (MSTU/MSBU/Other)	181	$35,287	Alternative Revenue Sources (MSTU/MSBU/Other)	$35,287	
2.N	Fee Schedules, Comparison & Revenue Estimates	101	$17,725	Fee Schedules, Comparison & Revenue Estimates	$17,725	
2.O	Draft Technical Report	85	$15,122	Draft Technical Report	$15,122	
2.P	Draft Report Review Meeting (Virtual)	15	$2,982	Draft Report Review Meeting (Virtual)	$2,982	
TASK 3	FINAL STUDY & PUBLIC MEETINGS	165	$32,541	FINAL STUDY & PUBLIC MEETINGS	$32,541	
TOTAL PROJECT BUDGET		2,355	$413,798	TOTAL PROJECT BUDGET	$394,716.00	

County Cost Comparison of Millage, MSTUs, MSBUs, Impact Fees

Alachua County	Pop. 284,030	Bay County	Pop. 182,863	Charlotte County	Pop. 195,648
Millage		**Millage**		**Millage**	
Ad Valorem Tax (General Fund)	7.618	Ad Valorem Tax (General Fund)	5.4362	**Ad Valorem Tax (General Fund)**	6.1687
Unincorporated Law Enforcement (MSTU)	3.5678	Unincorporated Law Enforcement (MSTU)	0.0000	**Unincorporated Law Enforcement (MSTU)**	2.4232
Library Services (MSTU)	1.0000	Library Services (MSTU)	0.0000	Library Services (MSTU)	0.0000
Children's Trust	0.4500	Children's Trust	0.0000	Children's Trust	0.0000
Transportation	0.0000	Transportation	0.0000	Transportation	0.0000
Health Department	0.0000	Health Department	0.0000	Health Department	0.0000
Fire Recue (MSTU)	0.0000	**Fire Recue (MSTU)**	1.3800	Fire Recue (MSTU)	0.0000
Mosquito Control (MSTU)	0.0000	**Mosquito Control (MSTU)**	0.2000	Mosquito Control (MSTU)	0.0000
EMS (MSTU)	0.0000	EMS (MSTU)	0.0000	EMS (MSTU)	0.0000
Stormwater (MSTU)	0.0000	Stormwater (MSTU)	0.0000	Stormwater (MSTU)	0.0000
Capitol Projects	0.0000	Capitol Projects	0.0000	**Capitol Projects**	0.5297
Environmental Sensitive Lands (MSTU)	0.0000	Environmental Sensitive Lands (MSTU)	0.0000	**Environmental Sensitive Lands (MSTU)**	0.2000
Environmental Sensitive Lands ACQUISITION	0.0000	Environmental Sensitive Lands ACQUISITION	0.0000	Environmental Sensitive Lands ACQUISITION	0.0000
Parks (MSTU)	0.0000	Parks (MSTU)	0.0000	Parks (MSTU)	0.0000
County Milage Sub-total	12.6358	**County Milage Sub-total**	7.0162	**County Milage Sub-total**	9.3216
School Board	6.2618	**School Board**	5.4838	**School Board**	6.4738
Water Management District	0.2936	**Water Management District**	0.0234	**Water Management District**	0.2043
Total Millage	19.1912	**Total Millage**	12.5226	**Total Millage**	15.9985
Property Tax Owed on a $200,000 Home	$ 3,838.08	**Property Tax Owed on a $200,000 Home**	$ 2,504.52	**Property Tax Owed on a $200,000 Home**	$ 3,199.78
MSBU		**MSBU**		**MSBU**	
Solid Waste Assessment:	$ 302.13	Solid Waste Assessment	$ -	**Solid Waste Assessment:**	$ 303.19
Fire Protection	$ 697.32	Fire Protection	$ -	**Fire Protection**	$ 460.88
EMS	$ -	EMS	$ -	EMS	$ -
Stormwater Assessment	$ 99.60	**Stormwater Assessment**	$ 40.00	**Stormwater Assessment**	$ 103.10
Total MSBUs	$ 1,099.05	**Total MSBUs**	$ 40.00	**Total MSBUs**	$ 867.17
Impact Fees (Avg. on Single Family Home)		**Impact Fees (Avg. on Single Family Home)**		**Impact Fees (Avg. on Single Family Home)**	
Single Family Home	$ 3,109.50	Single Family Home	$ -	Single Family Home	$ -
Fire	$ 76.00	**Fire**	$ 187.44	**Fire**	$ 362.00
Park	$ 126.00	**Park**	$ 329.87	Park	$ -
EMS	$ -	EMS	$ -	**EMS**	$ 77.00
Law Enforcement	$ -	Law Enforcement	$ -	**Law Enforcement**	$ 573.00
Libraries	$ -	**Libraries**	$ 82.75	**Libraries**	$ 312.00
Public Buildings	$ -	Public Buildings	$ -	**Public Buildings**	$ 268.00
Schools	$ -	Schools	$ -	Schools	$ -
Transportation	$ -	Transportation	$ -	**Transportation**	$ 6,289.00
Jail	$ -	Jail	$ -	**Jail**	$ 284.00
Total Avg. Impact Fees	$ 3,311.50	**Total Avg. Impact Fees**	$ 600.06	**Total Avg. Impact Fees**	$ 8,165.00

County Cost Comparison of Millage, MSTUs, MSBUs, Impact Fees

Citrus County	Pop. 157,894	Hernando County	Pop. 198,760	Polk	Pop. 787,404
Millage		**Millage**		**Millage**	
Ad Valorem Tax (General Fund)	6.9951	**Ad Valorem Tax (General Fund)**	6.6997	**Ad Valorem Tax (General Fund)**	5.8352
Unincorporated Law Enforcement (MSTU)	0.0000	Unincorporated Law Enforcement (MSTU)	0.0000	Unincorporated Law Enforcement (MSTU)	0.0000
Library Services (MSTU)	0.3147	Library Services (MSTU)	0.0000	**Library Services (MSTU)**	0.1985
Children's Trust	0.0000	Children's Trust	0.0000	Children's Trust	0.0000
Transportation	0.9860	**Transportation**	0.8091	**Transportation**	1.2000
Health Department	0.0564	**Health Department**	0.1102	Health Department	0.0000
Fire Rescue (MSTU)	0.5780	Fire Rescue (MSTU)	0.0000	Fire Rescue (MSTU)	0.0000
Mosquito Control (MSTU)	0.3958	Mosquito Control (MSTU)	0.0000	Mosquito Control (MSTU)	0.0000
EMS (MSTU)	0.0000	**EMS (MSTU)**	0.9100	**EMS (MSTU)**	0.2500
Stormwater (MSTU)	0.0000	**Stormwater (MSTU)**	0.1139	**Stormwater (MSTU)**	0.0941
Capitol Projects	0.0000	Capitol Projects	0.0000	Capitol Projects	0.0000
Environmental Sensitive Lands (MSTU)	0.0000	Environmental Sensitive Lands (MSTU)	0.0000	Environmental Sensitive Lands MGMT (MSTU)	0.0500
Environmental Sensitive Lands ACQUISITION	0.0000	Environmental Sensitive Lands ACQUISITION	0.0000	Environmental Sensitive Lands ACQUISITION	0.1500
Parks (MSTU)	0.0000	Parks (MSTU)	0.0000	**Parks (MSTU)**	0.5286
County Milage Sub-total	9.3260	**County Milage Sub-total**	8.6429	**County Milage Sub-total**	7.5064
School Board	5.4440	**School Board**	6.5250	**School Board**	5.4080
Water Management District	0.2043	**Water Management District**	0.2260	**Water Management District**	0.2043
Total Millage	14.9743	**Total Millage**	15.3939	**Total Millage**	13.1187
Property Tax Owed on a $200,000 Home	$ 2,994.86	**Property Tax Owed on a $200,000 Home**	$ 3,078.78	**Property Tax Owed on a $200,000 Home**	$ 2,623.74
MSBU		**MSBU**		**MSBU**	
Solid Waste Assessment:	$ 27.00	**Solid Waste Assessment:**	$ 98.04	**Solid Waste Assessment:**	$ 206.50
Fire Protection	$ 79.00	**Fire Protection:**	$ 365.62	**Fire Protection**	$ 268.00
EMS	$ -	EMS		EMS	$ -
Stormwater Assessment	$ 100.00	Stormwater Assessment	$ -	Stormwater Assessment	$ -
Total MSBUs	$ 206.00	**Total MSBUs**	$ 463.66	**Total MSBUs**	$ 474.50
Impact Fees (Avg. on Single Family Home)		**Impact Fees (Avg. on Single Family Home)**		**Impact Fees (Avg. on Single Family Home)**	
Single Family Home	$ -	Single Family Home	$ -	Single Family Home	$ -
Fire	$ 281.00	**Fire**	$ 320.00	**Fire**	$ 282.00
Park	$ 661.00	**Park**	$ 491.00	**Park**	$ 417.00
EMS	$ 62.00	**EMS**	$ -	**EMS**	$ 76.00
Law Enforcement	$ 416.00	**Law Enforcement**	$ 156.00	**Law Enforcement**	$ 283.00
Libraries	$ 308.00	**Libraries**	$ 107.00	**Libraries**	$ 169.00
Public Buildings	$ 298.00	**Public Buildings**	$ 406.00	Public Buildings	$ -
Schools	$ 2,059.00	**Schools**	$ 6,135.00	**Schools**	$ 8,998.00
Transportation	$ 3,864.00	**Transportation**	$ 4,354.00	**Transportation**	$ 2,918.00
Jail	$ -	**Jail**	$ 7.00	**Jail**	$ 220.00
Total Avg. Impact Fees	$ 7,949.00	**Total Avg. Impact Fees**	$ 12,036.00	**Total Avg. Impact Fees**	$ 13,363.00

Highlands County Board of County Commissioners

Future Growth Fund Advisory Committee

County Cost Comparison of Millage, MSTUs, MSBUs, Impact Fees

St. Johns	Pop. 296,767	Sumter County	Pop. 133,968	Jackson County	
Millage		**Millage**		**Millage**	
Ad Valorem Tax (General Fund)	4.6537	**Ad Valorem Tax (General Fund)**	4.8900	**Ad Valorem Tax (General Fund)**	7.9450
Unincorporated Law Enforcement (MSTU)	0.0000	Unincorporated Law Enforcement (MSTU)	0.0000	Unincorporated Law Enforcement (MSTU)	0.0000
Library Services (MSTU)	0.0000	Library Services (MSTU)	0.0000	Library Services (MSTU)	0.0000
Children's Trust	0.0000	Children's Trust	0.0000	Children's Trust	0.0000
Transportation	0.8444	Transportation	0.0000	Transportation	0.0000
Health Department	0.0160	Health Department	0.0000	Health Department	0.0000
Fire Recue (MSTU)	1.3813	**Fire Recue (MSTU)**	0.0272	Fire Recue (MSTU)	0.0000
Mosquito Control (MSTU)	0.1700	Mosquito Control (MSTU)	0.0000	Mosquito Control (MSTU)	0.0000
EMS (MSTU)	0.0000	EMS (MSTU)	0.0000	EMS (MSTU)	0.0000
Stormwater (MSTU)	0.0000	Stormwater (MSTU)	0.0000	Stormwater (MSTU)	0.0000
Capitol Projects	0.0000	Capitol Projects	0.0000	Capitol Projects	0.0000
Environmental Sensitive Lands (MSTU)	0.0288	Environmental Sensitive Lands (MSTU)	0.0000	Environmental Sensitive Lands (MSTU)	0.0000
Environmental Sensitive Lands ACQUISTION	0.0000	Environmental Sensitive Lands ACQUISTION	0.0000	Environmental Sensitive Lands ACQUISTION	0.0000
Parks (MSTU)	0.0000	Parks (MSTU)	0.0000	Parks (MSTU)	0.0000
County Milage Sub-total	7.0942	**County Milage Sub-total**	4.9172	**County Milage Sub-total**	7.9450
School Board	5.2780	**School Board**	5.0556	**School Board**	5.4000
Water Management District	0.1793	**Water Management District**	0.1909	**Water Management District**	0.0218
Total Millage	12.5515	**Total Millage**	10.1631	**Total Millage**	13.3668
Property Tax Owed on a $200,000 Home	$ 2,510.30	**Property Tax Owed on a $200,000 Home**	$ 2,032.62	**Property Tax Owed on a $200,000 Home**	$ 2,673.36
MSBU		**MSBU**		**MSBU**	
Solid Waste Assessment:	$ 236.00	**Solid Waste Assessment***	$ 250.00	Solid Waste Assessment	$ -
Fire Protection	$ -	**Fire Protection**	$ 320.71	Fire Protection	$ -
EMS	$ -	EMS	$ -	EMS	$ -
Stormwater Assessment	$ -	Stormwater Assessment	$ -	Stormwater Assessment	$ -
Total MSBUs	$ 236.00	**Total MSBUs**	$ 570.71	**Total MSBUs**	$ -
Impact Fees (Avg. on Single Family Home)		**Impact Fees (Avg. on Single Family Home)**		**Impact Fees**	
Single Family Home	$ -	Single Family Home	$ -	Single Family Home	$ -
Fire	$ 582.00	Fire	$ -	Fire	$ -
Park	$ 1,339.00	Park	$ -	Park	$ -
EMS	$ -	EMS	$ -	EMS	$ -
Law Enforcement	$ 311.00	Law Enforcement	$ -	Law Enforcement	$ -
Libraries	$ -	Libraries	$ -	Libraries	$ -
Public Buildings	$ 665.00	Public Buildings	$ -	Public Buildings	$ -
Schools	$ 4,698.00	Schools	$ -	Schools	$ -
Transportation	$ 8,360.00	**Transportation**	$ 2,666.00	Transportation	$ -
Jail	$ -	Jail	$ -	Jail	$ -
Total Avg. Impact Fees	$ 15,955.00	**Total Avg. Impact Fees**	$ 2,666.00	**Total Avg. Impact Fees**	$ -

County Cost Comparison of Millage, MSTUs, MSBUs, Impact Fees

Marion County	**Pop. 396,415**	**Osceola County**	**Pop. 422,545**	**Lake County**	**Pop. 410,139**
Millage		**Millage**		**Millage**	
Unincorporated Law Enforcement (MSTU)	**3.7200**	Unincorporated Law Enforcement (MSTU)	0.0000	Unincorporated Law Enforcement (MSTU)	0.0000
Library Services (MSTU)	0.0000	**Library Services (MSTU)**	**0.3000**	Library Services (MSTU)	0.0000
Children's Trust	0.0000	Children's Trust	0.0000	Children's Trust	0.0000
Transportation	0.0000	Transportation	0.0000	Transportation	0.0000
Health Department	**0.1900**	Health Department	0.0000	Health Department	0.0000
Fire Recue (MSTU)	0.0000	Fire Recue (MSTU)	0.0000	**Fire Recue (MSTU)**	**0.4800**
Mosquito Control (MSTU)	0.0000	Mosquito Control (MSTU)	0.0000	Mosquito Control (MSTU)	0.0000
EMS (MSTU)	**1.1100**	**EMS (MSTU)**	**1.0682**	**EMS (MSTU)**	**0.4657**
Stormwater (MSTU)	0.0000	Stormwater (MSTU)	0.0000	**Stormwater (MSTU)**	**0.4957**
Capitol Projects	0.0000	Capitol Projects	0.0000	Capitol Projects	0.0000
Environmental Sensitive Lands (MSTU)	0.0000	Environmental Sensitive Lands (MSTU)	0.0000	Environmental Sensitive Lands (MSTU)	0.0000
Environmental Sensitive Lands ACQUISTION	0.0000	Environmental Sensitive Lands ACQUISTION	0.0000	**Environmental Sensitive Lands ACQUISTION**	**0.0918**
Parks (MSTU)	0.0000	Parks (MSTU)	0.0000	Parks (MSTU)	0.0000
County Milage Sub-total	**8.2900**	**County Milage Sub-total**	**8.2308**	**County Milage Sub-total**	**7.5784**
School Board	**6.4390**	**School Board**	**5.5040**	**School Board**	**6.1220**
Water Management District	**0.1793**	**Water Management District**	**0.2301**	**Water Management District**	**0.2940**
Total Millage	**14.9083**	**Total Millage**	**13.9649**	**Total Millage**	**13.9944**
Property Tax Owed on a $200,000 Home	**$ 2,981.66**	**Property Tax Owed on a $200,000 Home**	**$ 2,792.98**	**Property Tax Owed on a $200,000 Home**	**$ 2,798.88**
MSBU		**MSBU**		**MSBU**	
Solid Waste Assessment:	**$ 174.00**	**Solid Waste Assessment:**	**$ 371.91**	**Solid Waste Assessment:**	**$ 345.00**
Fire Protection	**$ 399.82**	**Fire Protection**	**$ 245.76**	**Fire Protection**	**$ 415.00**
EMS	$ -	EMS	$ -	EMS	$ -
Stormwater Assessment	**$ 15.00**	Stormwater Assessment	$ -	Stormwater Assessment	$ -
Total MSBUs	**$ 588.82**	**Total MSBUs**	**$ 617.67**	**Total MSBUs**	**$ 760.00**
Impact Fees (Avg. on Single Family Home)		**Impact Fees (Avg. on Single Family Home)**		**Impact Fees (Avg. on Single Family Home)**	
Single Family Home	$ -	Single Family Home	$ -	Single Family Home	$ -
Fire	$ -	**Fire**	**$ 391.00**	**Fire**	**$ 391.00**
Park	$ -	**Park**	**$ 2,304.72**	**Park**	**$ 2,304.72**
EMS	$ -	EMS	$ -	EMS	$ -
Law Enforcement	$ -	Law Enforcement	$ -	Law Enforcement	$ -
Libraries	$ -	Libraries	$ -	Libraries	$ -
Public Buildings	$ -	Public Buildings	$ -	Public Buildings	$ -
Schools	**$ 4,307.00**	**Schools**	**$ 12,923.00**	**Schools**	**$ 12,923.00**
Transportation	**$ 1,397.00**	**Transportation**	**$ 9,999.00**	**Transportation**	**$ 9,999.00**
Jail	$ -	Jail	$ -	Jail	$ -
Total Avg. Impact Fees	**$ 5,704.00**	**Total Avg. Impact Fees**	**$ 25,617.72**	**Total Avg. Impact Fees**	**$ 25,617.72**

County Cost Comparison of Millage, MSTUs, MSBUs, Impact Fees

Hendry County	Pop. 41,339	Highlands	Pop. 105,618
Millage		**Millage**	
Ad Valorem Tax (General Fund)	**6.0452**	**Ad Valorem Tax (General Fund)**	**8.1000**
Unincorporated Law Enforcement (MSTU)	0.0000	Unincorporated Law Enforcement (MSTU)	0.0000
Library Services (MSTU)	0.0000	Library Services (MSTU)	0.0000
Children's Trust	0.0000	Children's Trust	0.0000
Transportation	0.0000	Transportation	0.0000
Health Department	0.0000	Health Department	0.0000
Fire Recue (MSTU)	**0.4800**	Fire Recue (MSTU)	0.0000
Mosquito Control (MSTU)	0.0000	Mosquito Control (MSTU)	0.0000
EMS (MSTU)	**0.4657**	EMS (MSTU)	0.0000
Stormwater (MSTU)	**0.4857**	Stormwater (MSTU)	0.0000
Capitol Projects	0.0000	Capitol Projects	0.0000
Environmental Sensitive Lands (MSTU)	0.0000	Environmental Sensitive Lands (MSTU)	0.0000
Environemental Sensitive Lands ACQUISTION	**0.0858**	Environmental Sensitive Lands ACQUISTION	0.0000
Parks (MSTU)	0.0000	Parks (MSTU)	0.0000
County Milage Sub-total	**7.5784**	**County Milage Sub-total**	**8.1000**
School Board	**6.1220**	**School Board**	**5.5510**
Water Management District	**0.2940**	**Water Management District**	**0.2281**
Total Millage	**13.9944**	**Total Millage**	**13.8791**
Property Tax Owed on a $200,000 Home	**$ 2,798.88**	**Property Tax Owed on a $200,000 Home**	**$ 2,775.82**
MSBU		**MSBU**	
Solid Waste Assessment:	**$ 345.00**	**Solid Waste Assessment:**	**$ 210.00**
Fire Protection	**$ 415.00**	**Fire Protection**	**$ 98.00**
EMS	$ -	EMS	$ -
Stormwater Assessment	$ -	Stormwater Assessment	$ -
Total MSBUs	**$ 760.00**	**Total MSBUs**	**$ 308.00**
Impact Fees (Avg. on Single Family Home)		**Impact Fees (Avg. on Single Family Home)**	
Single Family Home	$ -	Single Family Home	$ -
Fire	**$ 391.00**	Fire	$ -
Park	**$ 2,304.72**	Park	$ -
EMS	$ -	EMS	$ -
Law Enforcement	$ -	Law Enforcement	$ -
Libraries	$ -	Libraries	$ -
Public Buildings	$ -	Public Buildings	$ -
Schools	**$ 12,923.00**	Schools	$ -
Transportation	**$ 9,999.00**	Transportation	$ -
Jail	$ -	Jail	$ -
Total Avg. Impact Fees	**$ 25,617.72**	**Total Avg. Impact Fees**	**$ -**

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December 19, 2023

Ms. Stacy Quillen
Senior Procurement Analyst
Highlands County Board of County Commissioners
600 S. Commerce Avenue
Sebring, Florida 33870

RE: Funding Study – LLW

Dear Ms. Quillen,

We understand that one of our sub-consultants, Lewis, Longman and Walker (LLW), is not acceptable to the County due to a conflict of interest. LLW was included in the proposal for legal services related to the assessment programs as part of potential future studies. If the County decides to develop assessment programs, Benesch will utilize the services of another legal firm that is acceptable to the County.

Please let us know if you have any questions or need any additional clarification.

Sincerely,

William Ball, AICP
Florida Division Manager / Senior Vice President



Image Credit: Wikipedia

RFP #23-040-KSB

IMPACT FEE STUDY
MSTU & MSBU STUDY
REVENUE SOURCING STUDY

Highlands County, Florida // February 13, 2024

Prepared By:

benesch

benesch

1000 N. Ashley Dr.
Suite 400
Tampa, FL 33602

February 13, 2024

Kelli Bronson
Purchasing Analyst
Highlands County Board of County Commissioners
600 South Commerce Avenue
Sebring, FL 33870

RE: **RFP #23-040-KSB – Impact Fee Study, Municipal Service Taxing Unit (MSTU) & Municipal Service Benefit Unit (MBSU) Study, Revenue Sourcing Study**

Ms. Bronson:

Conducting a comprehensive funding analysis requires a team that is not only experienced with public finance and economics, but is also tuned into your unique demographics and challenges as a county. At Benesch, we offer exactly this and more:

- ***We Know Highlands County:*** Benesch (formerly Tindale Oliver & Associates) prepared the initial impact fee study for Highlands County. In addition, we have completed several transportation planning and growth management contracts. Through this work, we have a deep familiarity with Highlands County and a thorough understanding of your demographics, needs and challenges that will allow us to provide recommendations that adequately address your specific revenue needs.

- ***Florida Funding Professionals:*** We have decades of public finance experience with a wide variety of revenue sourcing studies, including impact fee studies, MSTUs, MSBUs and other revenue sources available to local governments. Project Manager ***Nilgun Kamp, AICP*** has conducted over 350 impact fee and funding studies throughout Florida, many of which were with repeat clients. With our experience and expertise, local governments trust us to address their funding and infrastructure needs time and time again. We will be able to apply this expertise to funding studies for Highlands County with ease, with no learning curve required, thus saving you time.

- ***Comprehensive Planning Services:*** Benesch is a one-stop shop for all your needs. In addition to public finance studies, we have prepared master plans and other planning documents for multiple service areas. Through this experience, we understand the relation between capital and operating needs, long range plans, master plans and economic development and growth management goals.

This study will be conducted out of our Tampa office. We acknowledge that we have no personal or professional conflicts of interest and that no principal of our firm is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any State, Federal Department or Agency. We appreciate this opportunity to submit our qualifications, and we welcome you to reach out with any questions.

Sincerely,

Bill Ball, AICP
Senior Vice President | Florida Division Manager
P: 813-825-1105
E: bball@benesch.com

Nilgun Kamp, AICP
Project Manager
P: 813-825-1225
E: nkamp@benesch.com

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Image Credit: AARoads

Image Credit: Facebook - Highlands County Fire Rescue

Section 2 // Firm Organization & Relevant Firm Experience

benesch



PROJECT MANAGER
- ▶ Nilgün Kamp, AICP

TECHNICAL STUDIES
- ▶ Steve Infanti, AICP
- ▶ Bryan Mantz, CMC, CGFM
- ▶ Robert Layton
- ▶ Morgan Cook
- ▶ Logan Patterson

MEETINGS & PRESENTATIONS
- ▶ Nilgün Kamp, AICP
- ▶ Bryan Mantz, CMC, CGFM

LEGAL REVIEW
- ▶ Kathryn Rossmell
- ▶ Tyson Smith, Esq., AICP

CONSULTANT LEGEND	
▶	Benesch
▶	GovRates (WBE)
▶	Lewis, Longman & Walker
▶	White & Smith

VALUE FOCUSED. **COMMUNITY** MINDED. **QUALITY** DRIVEN.

Benesch was founded in 1946 and incorporated in Illinois in 1959. For over 76 years, we have provided professional engineering and related services to clients across many market sectors. The company is a Corporation privately held by employees, with a distributed ownership where no one person owns more than 4% of the company as a whole. In December of 2021, Benesch merged with Tindale Oliver & Associates, bringing additional infrastructure systems planning capability to our Public Finance team.

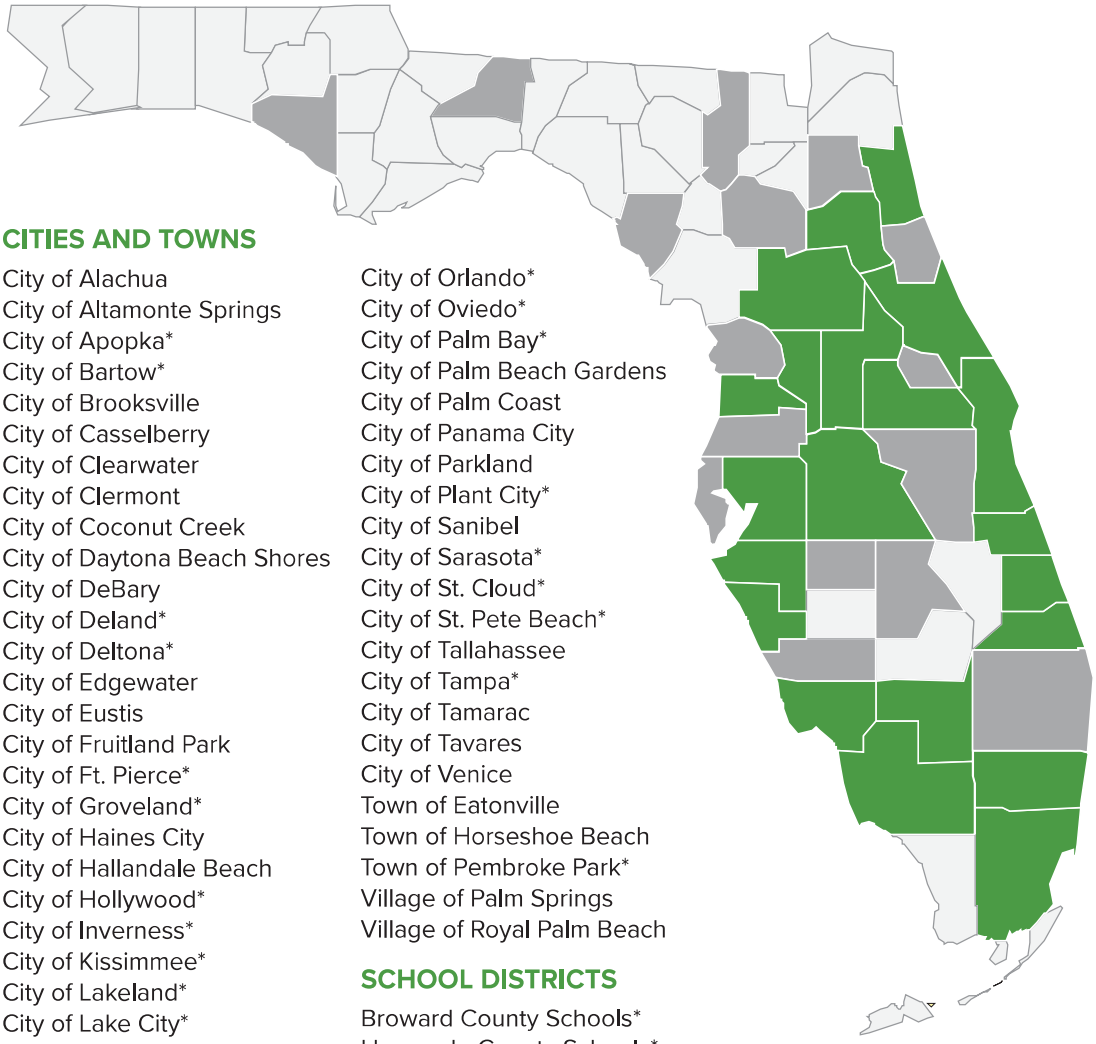
Developing and improving communities through technical studies is our mission—and helping clients develop a common vision and organizational framework is a large part of our philosophy. Our talented staff is ready to provide you with effective solutions in funding growth-related costs.

SERVICES WE OFFER

Community Outreach & Visioning | Economic Growth Planning | Impact Fees, Assessments, User Fees & Alternative Funding | Long Range Transportation Plans | Park, Schools, Fire Station & Utility Master Plans | School & Transportation Concurrency Assistance

Florida Public Finance Experience

Benesch's public finance experience in Florida is expansive. The map below illustrates where we've conducted this work throughout the state - many times for repeat clients. The following pages include detailed descriptions of example studies and their respective client contacts for references.



COUNTIES

Brevard County*
Charlotte County*
Citrus County*
Clay County
Collier County*
Columbia County*
DeSoto County
Flagler County*
Hardee County
Hendry County
Highlands County
Hillsborough County*
Hernando County*
Indian River County*
Lake County*
Leon County
Manatee County
Marion County*
Martin County
Orange County*
Osceola County*
Palm Beach County*
Pasco County*
Pinellas County
Polk County*
Putnam County
Sarasota County
Seminole County*
St. Johns County
St. Lucie County*
Sumter County*
Volusia County*

CITIES AND TOWNS

City of Alachua
City of Altamonte Springs
City of Apopka*
City of Bartow*
City of Brooksville
City of Casselberry
City of Clearwater
City of Clermont
City of Coconut Creek
City of Daytona Beach Shores
City of DeBary
City of Deland*
City of Deltona*
City of Edgewater
City of Eustis
City of Fruitland Park
City of Ft. Pierce*
City of Groveland*
City of Haines City
City of Hallandale Beach
City of Hollywood*
City of Inverness*
City of Kissimmee*
City of Lakeland*
City of Lake City*
City of Largo
City of Lauderdale Lakes
City of Mount Dora
City of Newberry
City of North Port*
City of Ocala*
City of Orlando*
City of Oviedo*
City of Palm Bay*
City of Palm Beach Gardens
City of Palm Coast
City of Panama City
City of Parkland
City of Plant City*
City of Sanibel
City of Sarasota*
City of St. Cloud*
City of St. Pete Beach*
City of Tallahassee
City of Tampa*
City of Tamarac
City of Tavares
City of Venice
Town of Eatonville
Town of Horseshoe Beach
Town of Pembroke Park*
Village of Palm Springs
Village of Royal Palm Beach

SCHOOL DISTRICTS

Broward County Schools*
Hernando County Schools*
Hillsborough County Schools*
Lake County Schools*
Marion County Schools
Miami-Dade County Schools
Palm Beach County Schools*
Orange County Schools*
Osceola County Schools*
Sarasota County Schools
Seminole County Schools*
Volusia County Schools*

FIRE DISTRICTS

North Collier Fire District*
Greater Collier Fire District
Immokalee Fire District

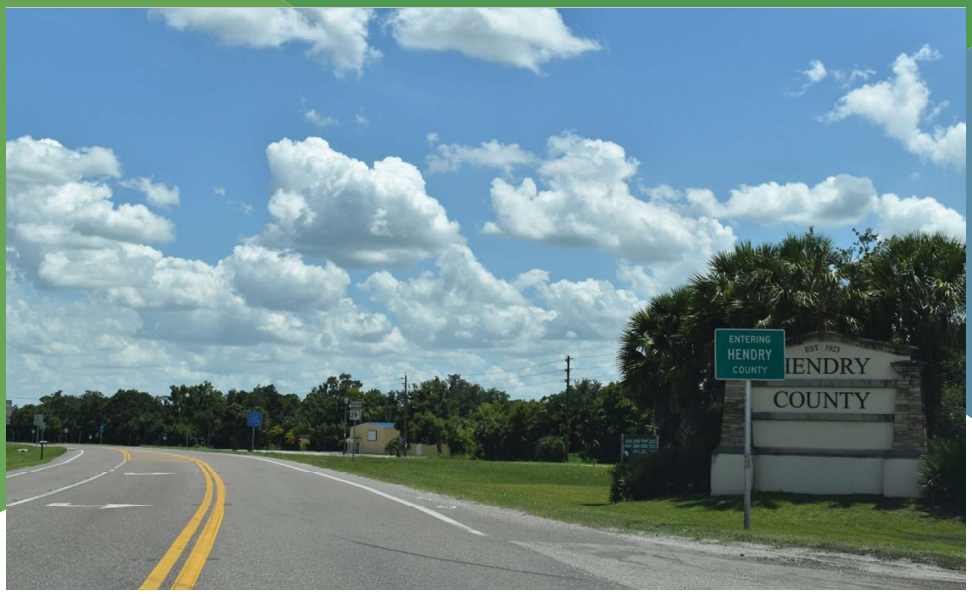
ON-GOING STUDIES

EXPERIENCE

* REPEAT CLIENT

Impact Fee Studies

Hendry County, Florida



Key Issues
- Increasing growth
- Second highest student generation rate in the state

Dates of Service
08/2022 - On-going

Project Cost
$149,330

Client Reference
R. Shane Parker, P.E.
Public Works Director
Hendry County
99 East Cowboy Way
LaBelle, Florida 33975
P: 863-675-5222
E: sparker@hendryfla.net

Background: Hendry County repealed its impact fees in 2012. In 2022, due to increasing growth levels, the County retained Benesch to develop impact fees for emergency medical services, fire rescue, law enforcement, correctional facilities, libraries, schools and transportation.

Insights
- Hendry County has been a moderate growth county, ranking 44th out of 67 Florida counties in terms of growth rate.
- The County has a young population, ranking 2nd of Florida counties in terms of K-12 student generation rates. This young population places a heavy burden on the public school system.
- Repealing of the fees allows the County to treat calculated fees as “new” fees that are not subject to fee increase limits established by the Florida statutes.

Outcomes
- Study developed calculated fees for each service area that are consistent with all legal requirements.
- Presented study results to the School Board, Board of County Commission, and the City of Clewiston. Presentations and the related information were well received.
- The study is going through the implementation process.

Impact Fee Studies

Orange County, Florida



Key Issues
- High growth county
- Increasing cost levels
- Continuous need to add infrastructure

Dates of Service
07/2004 - 01/2022
(multiple studies)

Project Cost
$125,000
(most recent study)

Client Reference
Alan Marshall
Orange County
400 East South Street
Orlando, FL 32801
P: 321-370-9852
E: alan.marshall@ocfl.net

Background: Orange County has historically implemented impact fees to address the infrastructure costs associated with new growth. In 2005, to address cost and land value increases, the County retained Benesch to update several fee areas, including fire rescue and schools and develop a new parks and recreation facilities impact fee program. In 2011, the County retained Benesch to update its transportation and parks impact fees. In 2016, Benesch was retained again to update the parks, fire rescue and law enforcement impact fees; in 2017, to update the transportation impact fee, and in 2018, the school impact fee once again. Finally, in 2022 Benesch completed the update of the County's fire rescue, law enforcement and parks impact fees. In addition, Benesch provided services related to review of alternative impact fee studies.

Insights
- Develop demand component based on fire alarms/emergency calls received as well as functional population as potential options to the County.
- Recommendations on how to treat the County's large inventory of undeveloped habitat land in the parks and recreation impact fee analysis.
- Develop a multimodal transportation impact fee for the County's Alternative Mobility Area (AMA) and a roadway-based fee for the rest of the unincorporated county.
- Developed transportation impact fees using three different methodologies: consumption-based, improvements-based, and asset value based.
- Introduced fee variations among rural, suburban, and urban areas for the transportation impact fee.

Outcomes
- Developed impact/multimodal fee structures that supported the County's growth management and infrastructure funding goals.
- Successfully completed multiple meetings with stakeholders, elected officials, and the public.
- All studies were successfully adopted.



November 29, 2022

To whom it may concern:

Orange County Government collects impact fees for a variety of public needs and services, such as transportation, schools, parks, fire rescue services, and law enforcement. Our specific ordinances require updated studies at least every 4-5 years, depending on the fee type. The County uses a competitive RFP process to select consultants to complete these updates.

Within the last 10-year period, Orange County has selected Benesch (formerly Tindale Oliver) to conduct studies for all of its impact fees. Ms. Nilgun Kamp, Group Manager/Principal Associate at Benesch, has been our main point of contact, and has personally conducted these studies. We have found Ms. Kamp and her work to be of the highest professional standard, considering competency in the subject matter, quality of work products, overall experience, timeliness, attention to detail, and responsiveness. All studies were completed within budget and study results were successfully adopted.

Sincerely,

Jon V. Weiss, P.E., Director
Orange County Planning, Environmental, and Development Services Department

PLANNING, ENVIRONMENTAL, AND DEVELOPMENT SERVICES DEPARTMENT
JON V. WEISS, P.E., Director
201 South Rosalind Avenue, 2nd Floor ▪ Reply To: Post Office Box 1393 ▪ Orlando, Florida 32802-1393
Telephone 407-836-5312 ▪ 407-836-0995 ▪ Jon.Weiss@ocfl.net

Impact Fee, MSBU and MSTU Studies

Lake County, Florida



Key Issues
- Rising infrastructure costs due to high levels of growth
- Concerns regarding degradation of service quality

Dates of Service
06/2020 - 04/2022

Project Cost
$154,000
(on-going studies)

Client Reference
Jennifer Barker
County Manager
Lake County
315 West Main Street
Tavares, FL 32778
P: 352-343-9888
E: jbarker@co.lake.fl.us

Background: For several years, Lake County had been experiencing high levels of growth and rising costs for capital infrastructure. In 2006, Lake County retained Benesch to update four impact fee programs, including transportation, fire rescue, parks and recreation, and libraries. Since 2010, Benesch has been providing fire assessment-related services to Lake County, including complete update studies as well as annual interim updates. Benesch is currently developing a comprehensive funding study for the Public Safety Department and an MSTU program for Wellness Way development area.

Knowledge
- Multi-jurisdictional issues related to parks and library services.
- Need to develop a sound assessment methodology due to a prior legal challenge.
- Understanding of the Public Safety Department's organizational structure and funding sources.

Insights
- Concerns about the high cost of capital infrastructure and degradation of service levels.
- Advantages and disadvantages of each revenue source for the Public Safety Department.
- Taxable values trends and future forecasts.

Outcomes
- Conducted trip characteristics surveys for single family, multi-family, and church units with daycare land uses.
- Conducted an analysis to determine the appropriate administrative fee per permit application, pursuant to the Florida Impact Fee Act.
- Organized parks by classification and service area and developed separate levels of service and impact fees for parks serving countywide vs. unincorporated residents.
- Reviewed recently-constructed infrastructure and recent bid data specific to Lake County, when available, to determine the most appropriate costs for capital infrastructure for use in the impact fee.
- Reviewed methodology options for fire/EMS MSTU and MSBUs.
- All of the studies were accepted by the Board of County Commission.

Impact Fee & Fire Assessment Studies

Hernando County, Florida



Key Issues
- Multiple revenue sources needed to fund Fire Department
- Need for several impact fees to be updated
- Reduced rates were implemented

Dates of Service
04/2007 - 04/2022
(multiple studies)

Project Cost
$199,152
(multiple studies)

Client Reference
Jeffrey Rogers, PE
Hernando County Administrator
15470 Flight Path Drive
Brooksville, FL 34604
P: 352-754-4002
E: jrogers@hernandocounty.us

Background: Hernando County and Hernando County MPO retained Benesch (formerly Tindale Oliver) to update the County's transportation impact fee first in 2007 and again in 2012 and 2019. In 2020, Benesch was retained to update of fire, EMS, law enforcement, correctional facilities, government buildings, parks and library impact fees. In addition, Hernando County retained Benesch to prepare a fire assessment and EMS MSTU study in 2015 and again in 2024.

Benesch has provided Hernando County with planning and finance services since the early 1990s, resulting in comprehensive knowledge of the County's history and planning goals.

Knowledge
- A recent update study included review of other potential revenue sources that could be used to fund capital expenditures.
- Developed list of critical projects and prepared revenue projections for all service areas to assist the elected officials in determining adoption percentages.

Insights
- Interest in impact fee programs that are responsive to economic development and growth management goals.
- Need to use multiple dedicated revenue sources to fund capital and operational needs of the Fire Department.

Outcomes
- Developed affordable growth model, which provided a variation in fee levels based on growth rates. County was able to reduce its rates during slow growth periods.
- Evaluated revenue options and prepared revenue estimates to help fund capital and operational needs.
- Updated all variables to reflect the most recent and localized data and provided a fee adoption tool to incorporate fee increase limits, consistent with legal requirements.

Survey Questionnaire – Polk County

RFP 23-403, Comprehensive Impact Fee Study

To: Jeffrey Rogers, PE (Name of Person completing survey)

Hernando County (Name of Client Company/Contractor)

Phone Number: 352-754-4841 Email: jrogers@hernandocounty.us

Total Annual Budget of Entity $661,903,567

Subject: Past Performance Survey of Similar work:

Project name: Impact Fee & Fire Assessment Studies

Name of Vendor being surveyed: Benesch

Cost of Services: Original Cost: $199,152 Ending Cost: $199,152

Contract Start Date: 2019 Contract End Date: 2022 (multiple studies)

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Jeff Rogers

Signature of Evaluator:

Please fax or email the completed survey to:

Impact Fee, MSBU, MSTU & User Fee Studies

Sumter County, Florida



Background: Sumter County Development Services Department's Building Services Division provides services to ensure building and fire code compliance for a high quality and safe building environment for Sumter County residents. The Division is responsible for code enforcement, building and fire plan reviews and inspections. Benesch has been providing public finance and planning services to Sumter County since mid-2000s. Public finance services provided included transportation and fire impact fee studies, fire/EMS MSBU and MSTU calculations and the update of the building services fees. Benesch was retained again in 2024 to update the County's transportation and fire impact fees, develop a fire MSBU program and update the building safety fees.

Knowledge

- Legal requirements related to each type of funding method studied by the County.
- A large portion of the growth occuring in the Villages development within the county.

Insights

- Need to develop multiple budget scenarios for the fire MSBU for the BCC's consideration.
- Fluctuations in permitting levels result in variations in revenues. At times, revenues are not sufficient to support the Division and/or contractual expenses and during periods with high development activity, revenues may exceed the actual expenditures.
- Need to develop multiple methodologies for the fire impact fee.

Outcomes

- Identified primary revenue generators.
- Developed multiple options for certain funding sources.
- All studies were accepted by the BCC.

Key Issues

- Legal requirement to align building fees with the actual cost of providing safety services.
- Revenue fluctuations due to permitting levels led to challenges, but interviews with service providers helped identify primary revenue sources, leading to an updated fee schedule that reflects actual costs and prevents windfall revenue.

Dates of Service

2007 - On-going

Project Cost

$287,000
(on-going studies)

Client Reference

Bradley Arnold
County Administrator
7375 Powell Road
Wildwood, FL 34785
P: 352-689-4400
E: bradley.arnold@sumtercountyfl.gov

Impact Fee Studies

Flagler County, Florida



Key Issues
- High growth rate
- Limited use of impact fees historically
- New legislative requirements (HB 337) during the course of the study

Dates of Service
11/2019 -12/2021
(most recent study)

Cost of Contract
$149,910
(most recent study)

Client Reference
Adam Mengel, AICP, LEED AP BD+C
Growth Management Director
Flagler County Board of County Commissioners
1769 East Moody Boulevard
Building 2
Bunnell, FL 32110
P: 386-313-4065
E: amengel@flaglercounty.gov

Background: Benesch (formerly Tindale Oliver) has been providing impact fee and transportation planning services to Flagler County since early 1990s, which provides us with a comprehensive knowledge of the history and current conditions in Flagler County. More recently, Flagler County retained Benesch in 2007 to prepare the Transportation Element of the Comprehensive Plan and update the transportation impact fee. In 2019, Benesch was retained again to update the transportation and parks impact fees and develop impact fees for library, fire rescue, emergency medical services, law enforcement and public buildings services.

Knowledge
- Flagler County ranks among the top 10 Florida counties in terms of population growth rate.
- Historically, limited use of impact fees with transportation impact fees being under moratorium since 2007.

Insights
- Approximately 80 percent of the countywide population is within the City of Palm Coast.
- Need to align impact fee service areas with population served as well as interlocal agreements between the County and the municipalities.
- Limited alternative funding for additional infrastructure.
- Fee options available to the County in terms of achieved vs. adopted level of service measurements.

Outcomes
- Assisted the County in preparing the list of capital needs for each service area and prepared revenue estimates to identify available funding.
- Developed scenarios that addressed the requirements of HB 337.
- The County decided to postpone the adoption of government buildings impact fee. All other fees were successfully adopted.

Growth Management
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

FLAGLER COUNTY FLORIDA

www.flaglercounty.org
Phone: (386)313-4103
Fax: (386)313-4102

March 10, 2022

RE: LETTER OF RECOMMENDATION – BENESCH (FORMERLY TINDALE OLIVER)

Dear Nilgün:

It is my distinct pleasure to provide this letter of recommendation regarding the work of your firm Benesch, formerly Tindale Oliver.

From the time of our original contract approval in late 2019 through to the completion of our impact fee study several months ago, you and your staff have worked diligently to meet our needs while staying within the budget. Through the unprecedented times of a global pandemic, you patiently worked with us as our schedule stretched well-beyond its original limits. Together we processed contract extensions with little fanfare, and through your work we were able to provide the Flagler County Board of County Commissioners with an update to our impact fees that reflected not only best practices – which you were able to provide through your firm's extensive work history throughout Florida and beyond – but which is also legally defensible as a well-researched study based on an accepted methodology using local data. Your firm delivered what we asked for in an impact fee study, and your presentations to our Board and your work with our outside counsel in developing the impact fee ordinance went well-beyond our expectations.

While we selected Tindale Oliver through a competitive RFP process for the update to our impact fees, this most recent project is only the latest in a long collaborative history with your firm over the years. I have no doubt that the professionalism and the concern for the needs of the client that Tindale Oliver has demonstrated in our collective history will continue through Benesch, and I look forward to more projects in the future with you and your firm.

Sincerely,

Adam Mengel, AICP, LEED AP BD+C
Growth Management Director

Fire User Fee & Impact Fee Studies

Seminole County, Florida



Background: The Seminole County Fire Prevention Bureau is responsible for enforcement of the Florida Fire Prevention Code, as well as local laws and ordinances adopted by Seminole County and the State of Florida. Benesch, formerly Tindale Oliver, was retained by the County in 2019 to update the Bureau's fee schedule for existing fees and calculate fees for services provided without a charge. Seminole County also retained Benesch to update fire and library impact fees, and the Seminole County School Board contracted with Benesch to update the school impact fee.

Knowledge

- Seminole County is a high growth county.
- Impact fees for some services have not been updated since early 1990s.
- Requirements of Florida statutes for fees to reflect actual costs.
- Variation in revenue levels with new development activity levels.

Insights

- Need to replace time data with interviews and testing of calculated fees for
- reasonable man hours.
- Solutions provided by other jurisdictions to some of the common issues in
- determining appropriate fee levels.
- Significant cost increases since the pandemic.
- High costs and outdated fees result in high increases.
- Need to address recent legislative changes that limit fee increases.
- Need to explain current use of libraries in response to the general perception that libraries are no longer utilized.

Outcomes

- Interviewed other Florida Counties for best practices/common problems.
- Identified primary revenue generators.
- Conducted interviews with service providers.
- Updated fee schedule to reflect actual cost and not generate windfall.
- Provided a comparison of fee schedules using actual development examples.
- Developed a report summarizing extraordinary circumstances that require adoption of increases greater than 50%.
- Conducted multiple public meetings discussing these conditions.
- All fees were successfully adopted.

Key Issues

- Update Bureau's fee schedule
- New development activity levels resulted in variation of revenue
- Florida legislative requirements related to fees reflecting actual cost

Dates of Service

04/2020 - 06/2021

Project Cost

$82,708

Client Reference

Christina Diaz
Assistant Chief/Fire Marshal
Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773
P: 407-665-5042
E: cdiaz@seminolecountyfl.gov

Rebecca Hammock, AICP
Department Director
Seminole County Development Services
1101 East 1st Street
P: 407-665-7396
E: rhammock@seminolecountyfl.gov

Survey Questionnaire – Polk County

RFP 23-403, Comprehensive Impact Fee Study

To: Rebecca Hammock, AICP (Name of Person completing survey)

Seminole County (Name of Client Company/Contractor)

Phone Number: 407-665-7396 Email: rhammock@seminolecountyfl.gov

Total Annual Budget of Entity $992,480,753

Subject: Past Performance Survey of Similar work:

Project name: Impact Fee Studies & Fire User Fee Study

Name of Vendor being surveyed: Benesch

Cost of Services: Original Cost: $217,366 Ending Cost: $217,366

Contract Start Date: 2020 Contract End Date: 2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Rebecca Hammock

Signature of Evaluator: Rebecca Hammock

Please fax or email the completed survey to: _____

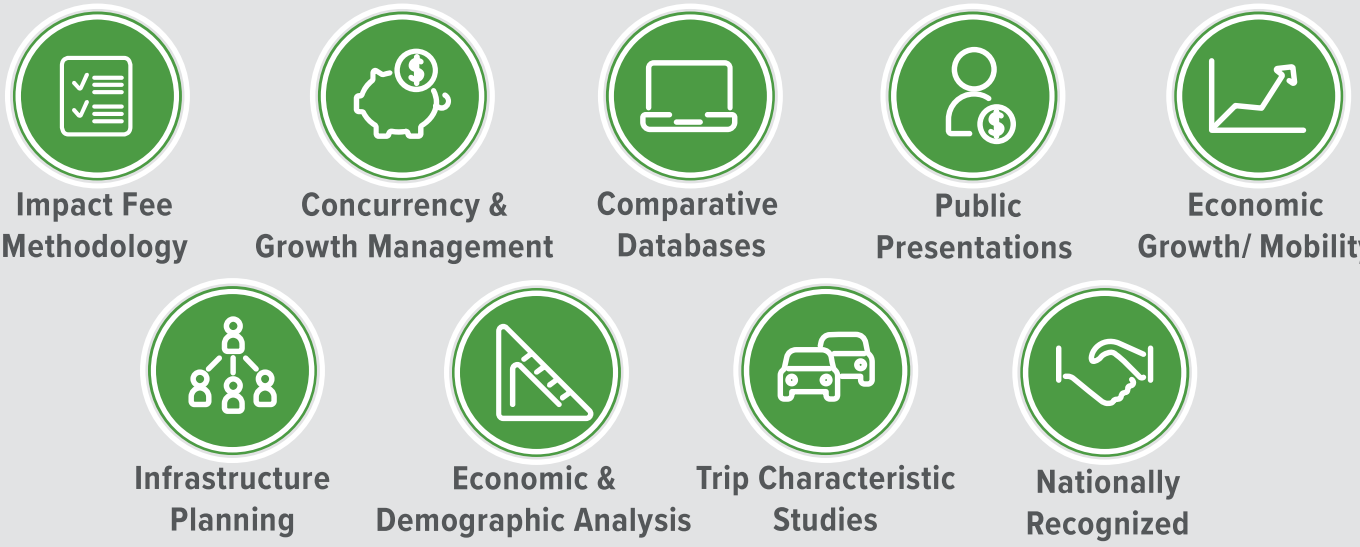


Image Credit: Tripadvisor

Section 3 // Project Team Training & Experience

benesch

BENESCH DIFFERENTIATORS: *WHY WE'RE A GREAT FIT FOR HIGHLANDS COUNTY*



IN-HOUSE CAPABILTIES

Benesch is a firm with a reputation as a leader in providing innovative public finance, transportation planning and engineering services to its government clients. Our staff includes professional engineers, certified planners, LEED and GIS professionals, as well as numerous planners, economists and GIS analysts. We are a national firm with a Public Finance division that is based in Florida. This study will be conducted out of our Tampa office. We will be available to meet with the County and/or attend public meetings/presentations in-person as needed, but will also leverage virtual meeting technologies to conserve project resources where appropriate.

The following paragraphs provide a summary of the Benesch team's unique qualifications, experience and innovative methods from which we will draw in performing our services for Highlands County.

Fee & Assessment Methodologies: Benesch's Public Finance and Infrastructure Planning Team specializes in impact/mobility fee studies, assessments, user fees, and alternative funding studies, as well as concurrency processes and systems. Benesch is very familiar with various methodologies used to prepare each type of fee/assessment and knows how to apply each methodology correctly to ensure that existing and new development is not overcharged and that the fees are legally defensible.

Our public finance team has published articles on impact fees that document the correct methodology and approach to conducting trip characteristic studies and developing impact fee programs. These articles set the standard for impact fee studies and have been used by many agencies across the nation to develop impact fee programs, including work by other consultants.

Concurrency and Growth Management Experience: Benesch's Community Planning and Complete Streets Group specializes in growth management issues, land development regulations, multi-modal transportation concurrency and other planning issues. Benesch Planning and Public Finance staff have dissected changes to Florida's growth management legislation over the years, providing detailed summaries and analyses to our public agency clients.

Economic Growth Impact/Mobility Fee Methodology: We presented a paper entitled "Smart Growth and Impact Fees" at the Reconciling Impact Fees Symposium in Atlanta. In that paper, Benesch, formerly Tindale Oliver, developed a methodology that allows impact fees to be sensitive to the growth rate of various areas within a city or a county. Benesch has directly tied the rate of growth in the impact/mobility fee equation and is now using this concept in our current ongoing Florida impact/mobility fee studies. Some of the findings of the paper were applied in impact/mobility fee studies completed for and adopted by the City of Albuquerque (NM), City of Orlando (FL), Pasco County (FL), Indian River County (FL) and Marion County (FL).

Comparative Databases: Benesch has compiled a cost database that includes unit costs for transportation infrastructure. This database supplements local information, which tends to have a small sample size and serves as

a quality-control mechanism to determine whether the local costs are out of the range of what other jurisdictions experience. Similarly, our revenue credit database compares non-impact fee funding levels between jurisdictions and serves as a quality-control tool to ensure that the data used for impact fee calculations are accurate.

Public Presentations: Principals of Benesch have prepared and made over 800 impact/mobility fee, MSTU, MSBU and alternative funding presentations during the last 35 years. Our staff are highly qualified to prepare materials for adoption hearings, respond to questions from citizens and technical committees, and develop strategies that result in the successful implementation of new and updated ordinances and resolutions. We also have worked very closely with evaluation and review committees and have been successful in building consensus among people with different opinions on a variety of concurrency and impact fee-related topics.

Nationally Recognized: Nilgün Kamp is a member of the Growth and Infrastructure Consortium (GIC) (formerly National Impact Fee Roundtable), serving on the Board of Directors. Nilgün routinely makes presentations and moderates sessions at annual GIC meetings and other industry events.

Trip Characteristics Studies: Benesch has extensive experience in conducting trip characteristics studies for impact/mobility fees. Our trip characteristics database includes 345+ studies on 40 different land uses. Data from these studies include trip generation, trip length and percent of new trips for each land use. This information has been used in the development or update of impact/mobility fees and the creation of land use plan category trip characteristics for communities in Florida and other states.

ITE Trip Generation Trip Length Subcommittee: Benesch has had staff who served as the chair of the ITE Trip Length Subcommittee, which developed trip length data for more than 30 land uses. We participated on the panel that introduced this information at the 67th Annual Meeting of the ITE.

ITE Trip Generation Multi-Use Development Subcommittee: Benesch participated on the ITE Trip Generation Multi-Use Development Subcommittee. Having completed several multi-use development studies in Florida, they provided valuable input in the data collection and analysis of multi-use developments, as well as in the development of standardized forms to measure the trip generating characteristics of multi-use developments. The result of this work effort is included in Chapter 7, “Multi-Use Development,” in the 2004 ITE Trip Generation Handbook.

Infrastructure Planning/Master Plans: Benesch has prepared transportation/mobility, transit, school, fire, parks and utility master plans for local governments, and therefore, understands the relation between impact fees, assessments, capital versus operational needs, mobility plans, master plans and economic development and growth management goals.

STAFF TURNOVER RATE

At Benesch, we pride ourselves on being consistent and reliable for our clients. The key staff listed in this proposal have all been with Benesch for the majority of their careers–in fact, Project Manager ***Nilgun Kamp, AICP*** has been with Benesch for over 20 years. Our company-wide turnover rate is shown below.



Nilgün Kamp, AICP

Project Manager



Ms. Kamp has been involved in public infrastructure financing for over 30 years. She has served as the project manager for over 350 impact fee, assessment and user fee development and implementation studies for transportation, fire, EMS, schools, law enforcement, correctional facilities, government buildings, solid waste, libraries, and parks and recreational facilities. Her experience also includes demographic and travel behavior analysis, population projections for funding studies, economic and fiscal impact studies, demand analysis and other related public finance support activities.

Transportation/Mobility

- Polk County (2024)
- Sumter County (2024, 2018, 2014)
- Collier County (2023, 2018)
- Hendry County (2023)
- St. Johns County (2023)
- City of Plant City (2023)
- City of Sarasota (2023, 2016)
- Marion County (2023, 2014)
- Lake County (2022)
- Volusia County (2021)
- City of Newburry (2021)
- Palm Beach County (2021, 2014)
- St. Lucie County (2021, 2016)
- City of Orlando (2021)
- City of Brooksville (2021)
- City of Hollywood (2020)
- Flagler County (2020)
- Manatee County (2020)
- Martin County (2020)
- City of Lakeland (2019, 2014)
- Hernando County (2019)
- Indian River County (2019)
- Hillsborough County (2019, 2016)
- City of Apopka (2019)
- Collier County (2018)
- City of Mount Dora (2018)
- City of Tamarac (2018)
- City of Oviedo (2018)
- City of Hallandale Beach (2018)
- Orange County (2017)
- City of Bozeman, MT (2017)
- City of St. Cloud (2016)
- City of Palm Beach Gardens (2016)
- Village of Royal Palm Beach (2016)
- City of Tampa (2014)
- Brevard County (2014)

Parks & Recreation

- Polk County (2024)
- City of Coconut Creek (2023)
- City of Orlando (2023)
- St. Johns County (2023)
- City of Plant City (2023)
- Collier County (2023, 2018)
- Lake County (2022)
- Orange County (2022, 2017)
- Volusia County (2022)
- Palm Beach County (2021, 2014)
- City of Brooksville (2021)
- City of Hollywood (2020)
- Village of Palm Springs (2020)
- Hernando County (2020)
- Martin County (2020)
- Flagler County (2020)
- Manatee County (2020)
- Indian River County (2019)
- City of Mount Dora (2018)
- City of Tamarac (2018)
- City of Hallandale Beach (2018)

Fire/EMS

- Lake County (2024, 2023, 2022, 2020, 2019, 2018, 2016, 2015)
- Sumter County (2024, 2023)
- Hernando County (2024, 2020, 2015)
- Polk County (2024)
- Lee County (2023)
- St. Johns County (2023)
- Hendry County (2023)
- Immokalee Fire District (2023)
- City of Coconut Creek (2023)
- City of Plant City (2023)
- City of Lake City (2023, 2019, 2017, 2015, 2014)
- City of Bartow (2023, 2019, 2018, 2016, 2015)
- City of Ocala (2023, 2022, 2021, 2018)
- Collier County (2023, 2018, 2014)
- Orange County (2022, 2017)
- Columbia County (2022, 2017)
- Volusia County (2022)
- Palm Beach County (2021, 2014)
- City of Brooksville (2021)
- Hardee County (2021)
- Seminole County (2020)
- City of Hollywood (2020)
- Charlotte County (2020)
- Martin County (2020)
- City of Lakeland (2019, 2014)
- Indian River County (2019)
- Manatee County (2019)

Education

MA, Economics, University of South Florida

MA, International Relations & Pacific Studies, University of California San Diego

BA, Economics, University of California San Diego

Years of Experience: 31

Registrations and Certifications

AICP: 019238

Professional Affiliations

American Planning Association (APA)

American Institute of Certified Planners (AICP)

Women's Transportation Seminar, Past President, Tampa Bay Chapter

Growth and Infrastructure Consortium, Board of Directors, Treasurer

Nilgün Kamp, AICP (cont.)
Project Manager



- City of Mount Dora (2019)
- North Collier Fire District (2019, 2017, 2015)
- City of Lauderdale Lakes (2018)
- City of Oviedo (2018)
- City of Hallandale Beach (2018)
- City of Bozeman, MT (2018)
- City of Palm Beach Gardens (2016)
- City of Clermont (2015)
- Greater Naples Fire District (2015)
- Brevard County (2014)

Law Enforcement
- Polk County (2024)
- Collier County (2023, 2015)
- St. Johns County (2023)
- City of Plant City (2023)
- Orange County (2022, 2017)
- Palm Beach County (2021, 2014)
- City of Hollywood (2020)
- Village of Palm Springs (2020)
- Hernando County (2020)
- Flagler County (2020)
- Martin County (2020)
- Manatee County (2020)
- City of Lakeland (2019, 2014)
- DeSoto County (2019)
- Indian River County (2019)
- City of Mount Dora (2018)
- City of Oviedo (2018)
- City of Hallandale Beach (2018)
- City of Palm Beach Gardens (2016)
- City of Casselberry (2013)

Government/Public Buildings
- Collier County (2023, 2015)
- St. Johns County (2023)
- City of Newberry (2022)
- Palm Beach County (2021, 2014)
- Town of Pembroke Park (2021)
- City of Brooksville (2021)
- City of Hollywood (2020)
- Martin County (2020)
- Flagler County (2020)
- Hernando County (2020)
- City of Tamarac (2018)
- City of Oviedo (2018)
- Village of Royal Palm Beach (2017)
- City of Palm Beach Gardens (2016)

School Funding & Planning
- Polk County (2024)
- Miami-Dade County (2024)
- Marion County (2023)
- Hendry County (2023)
- Broward County (2023, 2020, 2017)
- Collier County (2023, 2018, 2014)
- Hernando County (2022, 2018, 2018)
- Hillsborough County (2022, 2021, 2020, 2019, 2017)
- Lake County (2022, 2018, 2015)
- Volusia County (2022, 2018)
- Seminole County (2021, 2020, 2017, 2015)
- Palm Beach County (2021, 2014)
- Orange County (2020, 2018, 2016)
- Indian River County (2019)
- Osceola County (2017, 2014)
- Sarasota County (2015)
- Brevard County (2014)

Correctional Facilities
- Polk County (2024)
- Collier County (2023, 2018)
- Hendry County (2023)
- Hernando County (2020)
- Brevard County (2014)

Public Libraries
- Polk County (2024)
- City of Plant City (2023)
- Collier County (2023, 2014)
- Lake County (2022)
- Palm Beach County (2021, 2014)
- Hernando County (2020)
- Seminole County (2020)
- Martin County (2020)
- Manatee County (2020)
- Flagler County (2020)
- City of Lakeland (2019, 2014)
- City of Mount Dora (2018)
- Brevard County (2014)

Solid Waste Facilities
- Brevard County (2014)
- Indian River County (2013)

Steve Infanti, AICP

Technical Study



Mr. Infanti is a certified planning professional with experience in transportation planning and GIS applications, including travel demand modeling using Cube Voyager models and mapping, geodatabase design and geospatial analysis using ESRI ArcGIS. He has prepared travel demand analysis for multiple transportation impact fee studies and conducted numerous traffic impact studies, general traffic analysis, freight corridor screenings, crash data analysis and other similar projects.

Palm Beach County - Impact Fee Studies - Palm Beach County, FL

Travel Demand Modeler: Mr. Infanti assisted with this update to transportation and other impact fees. His primary tasks involved the analysis of the travel demand model to determine certain impact fee variables.

City of Lakeland - Impact Fee Updates - Lakeland, FL

Travel Demand Modeler: Benesch was retained via a multi-year contract to update several impact fee programs, including parks and recreation, fire protection and law enforcement indexing studies. In 2015, Benesch was hired to update and convert the City's Roadway Transportation Fee to a Multimodal Transportation Fee and provide City with more flexibility in its program expenditures. In 2019, preparation of technical study to document current cost, credit, and demand components associated with providing capital facilities and resulting fee schedules.

City of Tamarac - Development Impact Fee Services - Tamarac, FL

Travel Demand Modeler: This project included the development of government buildings impact fee, updating the City's parks and recreation impact fee, and converting the City's Fair Share Contribution for Road Improvement fees to a multi-modal transportation impact fee. In addition, we addressed affordable housing needs and complied with related Broward County regulations. The study developed an in-lieu fee for affordable housing requirements.

Education
Graduate Certificate, GIS Applications Specialist, Sault College, ON
BA, Geography, Laurentian University

Years of Experience: 21

Registrations and Certifications
AICP: 022648

Robert Layton

Technical Study



Mr. Layton's primary experience is in public finance studies, including impact fee and assessment studies for fire, EMS, schools, law enforcement, correctional facilities, government buildings, transportation, solid waste, libraries, and parks & recreation facilities. His background in economics enables him to work effectively with economic/demographic variables, capital improvement programs, expenditure and revenue figures, and other financial material. He also has extensive experience with property appraiser databases and has been involved in the preparation of administrative manuals for several jurisdictions.

Flagler County Impact Fee Study - Flagler County, FL

Planner: Benesch was hired to update the County's system of impact fees for transportation, parks, libraries, fire rescue, emergency medical services, law enforcement and public buildings. Mr. Layton was responsible for data collection, project organization and preparation of final report, which contained all recommended changes to County's current impact fee ordinance as needed to implement the changes. All fees, with the exception of the public buildings impact fee, were successfully adopted.

City of Ocala - Fire Assessment and Fire Impact Fee Study - Ocala, FL

Planner: Benesch updated the City's fire service and fire impact fees and developed multiple budget recovery options. Mr. Layton was responsible for economic and demographic analysis for this assessment.

Palm Beach County - Impact Fee Update Study - Palm Beach County, FL

Planner: Benesch was hired to update this study for six program areas (schools, libraries, fire/EMS, law enforcement, parks and public buildings) to reflect changes to cost, credit, and demand components. Additionally, Benesch provided services to assist the County with implementation of the impact fee study.

Sumter County - Fire Assessment Study - Sumter County, FL

Planner: Benesch was hired to update the fire assessment study for Sumter County. Mr. Layton performed economic and demographic analyses for this assessment.

Education
BA, Economics/Business Administration, University of Florida

Professional Affiliations
American Planning Association (APA)

Years of Experience: 16

Morgan Cook
Technical Study



Ms. Cook is a planner for the Public Finance team. She is primarily involved with public infrastructure financing and alternative revenue funding studies. Her academic experience in economics enables her to work effectively with demographic variables, capital improvement programs, and other financial material. Specifically, her undergraduate and graduate thesis work equips her with the analytical skills necessary to produce accurate population and revenue projections. Additionally, her background in community development enables her to collaborate with municipalities efficiently. Ms. Cook has served as a planner on multiple projects and previously contributed to several additional projects as an intern with Benesch.

Fire Rescue, Law Enforcement and Parks & Recreation Impact Fees - Orange County, FL

Planner: Ms. Cook assisted with the technical analysis on this update to the County's fire rescue, law enforcement and parks and recreation impact fees. Specifically, she assisted with a review of the inventory and achieved level of service, estimation of current building and land values, review of alternative funding sources and calculation of the demand component.

Impact Fee Update - Hernando County, FL

Technical Study: Ms. Cook assisted with the technical analysis on this update of the County's impact fee program. The purpose of this study was to address changes in impact fee variables and coordinate the impact fee program to be concurrent with the County's growth management and economic development goals.

Lake County Schools - Impact Fee Update Study - Lake County, FL

Planner: This on-going study updates the Lake County School Impact Fee program to reflect most recent data for impact fee variables. Ms. Cook assisted with the technical analysis, including cost estimates, credit calculations and student generation rate estimates.

Education
MA, Economics, University of South Florida
BA, Economics & International Studies, University of Florida

Years of Experience: 5

Registrations and Certifications
AICP Candidate

Logan Patterson
Technical Study



Mr. Patterson is a planner working towards a GIS graduate certificate from the University of South Florida. He has experience supporting a variety of transit operations and planning studies, including transit development plans, comprehensive operations analyses and microtransit feasibility studies.

Transportation/Mobility

- Marion County (2023)
- St Johns County (2023
- City of Sarasota (2023)
- Miami-Dade County (2023)

Parks & Recreation

- Collier County (2023)

Fire/EMS

- Sumter County (2023)
- Immokalee Fire District (2023)
- Lee County (2023)
- Polk County (2023)
- Hendry County (2023)
- City of Edgewater (2023)

Education
MS, Urban & Regional Planning, University of South Florida
BS, Environmental Science & Policy, Florida State University

Years of Experience: 2

The American Institute of Certified Planners

The Professional Institute of the American Planning Association

hereby qualifies

A. Nilgun Kamp

as a member
with all the benefits
of a Certified Planner and
responsibility to the
AICP Code of Ethics
and Professional Conduct.

Certified Planner Number: 019238

October 1, 2004

PRESIDENT

EXECUTIVE DIRECTOR

This certificate hereby qualifies

Steven B. Infanti, AICP

as a member with all the benefits of a Certified Planner
and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number 022648

Paul Farmer, FAICP
Executive Director and CEO

Graham Billingsley, AICP
President

The American Planning Association's
Professional Institute
American Institute
of Certified Planners

Making Great Communities Happen

PROFESSIONAL CERTIFICATIONS:

- CMC – Certified Management Consultant, No. 12237146
- CGFM – Certified Government Financial Manager, No. 15636
- Series 50-Qualified Municipal Advisor Representative
- Series 54-Qualified Municipal Advisor Principal

EDUCATION:

- MBA with Honors, Finance, Rollins College, 1999
  - Awarded Merit Scholarship
- B.S., Economics, University of Pennsylvania, Wharton School of Business, 1996
- B.A.S., Management and Technology, University of Pennsylvania, School of Engineering and Applied Science, 1996

PROFESSIONAL AFFILIATIONS:

- American Water Works Association (AWWA)
  - Chair of National Finance, Accounting, and Management Controls Committee
  - Co-Chair of Publications Arm of National Rates and Charges Committee
- Association of Government Accountants (AGA)
- Institute of Management Consultants USA (IMC-USA)
- Water Environment Federation
  - Utility Management Committee

PROFESSIONAL HONORS:

- Two-Time National Best Paper Award: AWWA Management and Leadership Division

www.govrates.com

BRYAN A. MANTZ, CMC, CGFM

PRESIDENT

Profile

Mr. Mantz serves as the President of GovRates, a utility, financial, rate, and management consulting firm that primarily serves governments. He has over 25 years of financial and accounting experience, most of which have been spent as a rate and financial consultant to local governments. He has successfully completed hundreds of rate and financial projects for local government entities.

As a certified management consultant (CMC), Mr. Mantz has a long history of delivering results and excellent performance based on client testimonials, references, and repeat business. He is also a certified government financial manager (CGFM), a Series 50-qualified Municipal Advisor Representative, and a Series 54-qualified Municipal Advisor Principal.

A recognized expert in rate and financial issues, Mr. Mantz has been published in the *Journal AWWA*, the *Journal of Government Financial Management*, *Government Finance Review*, and the *Florida Water Resources Journal*, and his publications have been translated into other languages and used in university settings. He has been a coauthor or contributing author of several AWWA manuals of practice, including *M1: Principles of Water Rates, Fees, and Charges*; *M5: Water Utility Management*; *M29: Water Utility Capital Financing*; *M52: Water Conservation Programs – A Planning Manual*; and *M54: Developing Rates for Small Systems*. Mr. Mantz has served as a technical reviewer for the *Manual of Practice (MOP) 27: Financing and Charges for Wastewater Systems* published by the Water Environment Federation (WEF).

Mr. Mantz is the recipient of two national AWWA Management and Leadership Division Best Paper Awards, and is frequently invited to be a speaker at national and state conferences. He currently serves as the Chair of AWWA's national Finance, Accounting, and Management Controls Committee and as the Co-Chair of the publications arm of the AWWA's national Rates and Charges Committee.

CMC CERTIFIED MANAGEMENT CONSULTANT

CGFM CERTIFIED GOVERNMENT FINANCIAL MANAGER

MSRB-REGISTERED MUNICIPAL ADVISOR



KATHRYN B. ROSSMELL
Shareholder

561.640.0820 | krossmell@llw-law.com | 360 S. Rosemary Avenue, Suite 1100 | West Palm Beach, FL 33401

Ms. Rossmell's practice focuses on land use, environmental, local government and natural resources law. She represents private clients on land use matters including comprehensive planning issues and land development regulation application, drafting and implementation; public and private clients on natural resources permitting issues; clients challenging and defending National Environmental Policy Act (NEPA) compliance; as well as civil litigation for public and private clients for matters within her practice areas. She also represents and advises public clients as general and special counsel, including legal analysis of special assessment methodology and counseling clients on community redevelopment and other special district matters. Kathryn is a Board Certified by the Florida Bar in City, County and Local Government Law, a designation that is earned by less than half of one percent of all lawyers admitted to the Florida Bar.

PROFESSIONAL, CIVIC, AND COMMUNITY INVOLVEMENT

- FAU Pine Jog Environmental Education Center, Chair of the Board
- Florida Association of Environmental Professionals, Treasure Coast Chapter, Past President
- Leadership Palm Beach County, General Counsel, Executive Committee Member, Strategic Planning Committee Member, and Class of 2018 Graduate.
- Palm Beach North Chamber of Commerce, Secretary, Board Member, Co-Chair of Government Affairs Committee
- Healthy Mothers Healthy Babies
    - Moments Luncheon Co-Chair 2021-2024
    - Advancement Committee Member
- NorthPacII, Secretary
- Women's Foundation of Florida, Palm Beach County 2020 and 2021 Raise the Bar Committee Member
- The Forum Club of the Palm Beaches, Gold Circle Member
- American Bar Association, Section of Environment, Energy and Resources, Member; Young Lawyer's Division (YLD) Member

VICE-CHAIR

Transportation & Infrastructure Industry Group

PRACTICES

Environmental and Natural Resources Law

Land Use and Real Estate Law

INDUSTRIES

Local Government

Transportation and Infrastructure

EDUCATION

J.D., cum laude, University of Florida, 2012

B.A., magna cum laude, University of Florida, 2009

ADMISSIONS

United States District Courts for the Middle and Southern Districts of Florida

United States District Court for the District of Columbia

- The Florida Bar: Environmental and Land Use Law Section, City County and Local Government Law Section, Administrative Law Section, and the Young Lawyers Division
- Palm Beach County Bar Association
    - Member
    - Young Lawyers Section, Member
- Palm Beach County Planning Congress, Member
- Florida Brownfields Association, Member

AWARDS AND RECOGNITIONS

- Best Lawyers in America: Ones to Watch, Environmental Law, Land Use and Zoning Law and Natural Resources Law, 2023-present; Transportation Law, 2024
- Super Lawyers Rising Star, 2020-2024
- Young Professional of the Year Award, Chamber of Commerce of the Palm Beaches, 2022
- Florida Rising Stars, Environmental Law; Land Use/Zoning, 2020-present
- Palm Beach Illustrated Magazine Top Lawyer in Land Use and Zoning Law, 2022; and Top Lawyer in Transportation Law, 2021
- South Florida Business and Wealth Magazine's Legal Awards, Junior Associate Award Winner, 2021
- ATHENA Young Professional Leadership Award Finalist, 2021
- FAU Pine Jog Environmental Education Center, Young Professional of the Year Award, 2020
- Florida Association of Environmental Professionals, Treasure Coast Chapter
    - Treasure of the Chapter Award, 2020
- Florida Association of Environmental Professionals
    - President's Service Award, 2015

PRESENTATIONS AND PUBLICATIONS

- Lesser-Known Development Tool Has Major Impact, City & State Florida, April 2023
- One Byte at a Time, Florida Chamber of Commerce Environmental Permitting Summer School, July 2022
- In the News: Helping Women Succeed is an Everyday Mission for LLW Attorney Kathryn Rossmell, September 2021
- Master Your Tech, Florida Chamber of Commerce Environmental Permitting Summer School, July 2021
- Ethical and Technology Issues for Environmental, Land Use, and Government Attorneys, presentation to the Environmental and Land Use Law Section of the Florida Bar, October 2020
- Something Old, Something New – Ethics and Technology for Environmental Professionals on the Go, Florida Chamber of Commerce Environmental Permitting Summer School, July 2020
- But I Need That! Navigating Special Procurement Issues for CRAs, Presentation to Florida Redevelopment Association, October 2019
- Mangroves and Florida Residential Homeowners: Your Rights Under The Mangrove Trimming and Preservation Act, October 2019
- Drones – Hovering over a Town Near You, Florida City and County Management Association Conference, June 2017
- Drones – A Florida Perspective, Florida Engineering Society Journal, March 2017
- 2017 – The Year of Water Law, Law 360; Environmental Law Network, February 2017
- EPA Updates and Trends, Environmental Permitting Summer School, July 2016
- Numeric Nutrient Criteria: Florida's Journey, the Next Steps, and the Gulf Dead Zone, National Association of Environmental Professionals Annual Conference, April 2014
- Florida's New Crop: Is Water Farming For You?, Journal of the American Water Works Association, December 2013
- Elimination, Reduction, and Minimization of Impacts, Florida Environmental and Land Use Law Treatise,

E. Tyson Smith, Esq., AICP

Curriculum Vitae



FIRM INFORMATION

White & Smith Planning and Law Group
tsmith@planningandlaw.com
www.planningandlaw.com

BACKGROUND

Tyson Smith has been working in local government law and land use planning since 1992, as an in-house planner (in Monroe County and the City of Key West) and as a planning consultant and attorney. Mr. Smith has served over fifty jurisdictions around the country on matters related to impact fees and other public facility tools.

RECENT IMPACT FEE CLIENTS

Florida: Apopka, Aventura, Brevard County, Casselberry, Citrus County, Coconut Creek, Collier County, Coral Springs, Deltona, Escambia County, Flagler County, Ft. Pierce, Hallandale Beach, Hernando County, Hillsborough County, Indian River County, Inverness, Kissimmee, Lakeland, Manatee County, Marion County, Martin County, Orange County, Orlando, Osceola County, Oviedo, Palm Beach County, Palm Coast, Panama City, Pasco County, Sarasota, Sarasota County, St. Johns County, St. Lucie County, and Tavares.

Nationwide: Albuquerque (NM), Washoe County (Reno, NV), Nye County (NV), Missoula (MT), Bozeman (MT), Georgetown County (SC), Aiken County (SC), Anderson County (SC), Cheyenne (WY), Helena (MT), Queen Anne's County (MD), Sunbury (OH), Delaware (OH), Fairfield (OH), Garden City (GA), Cary (NC), Salt River Pima Indian Community, Avondale (AZ), Flagstaff (AZ), Queen Creek (AZ), Maricopa County (AZ), Goodyear (AZ), Yuma (AZ), Larimer County (CO), Park City (UT), Aspen (CO), Wake Forest (NC).

ADDITIONAL FLORIDA LAND USE CLIENTS

Miami-Dade County, Homestead Air Reserve Base (Homestead), Village of Islamorada, Monroe County, Brevard County, Ponce Inlet, Pasco County, North Port, State of Florida Department of Community Affairs (DCA), Hillsborough County School District.

EDUCATION BACKGROUND

Juris Doctor, University of Florida (2000)

Master of Arts (Urban and Regional Planning), University of Florida (1995)

Bachelor of Arts (Economics), University of North Carolina at Chapel Hill (1991)

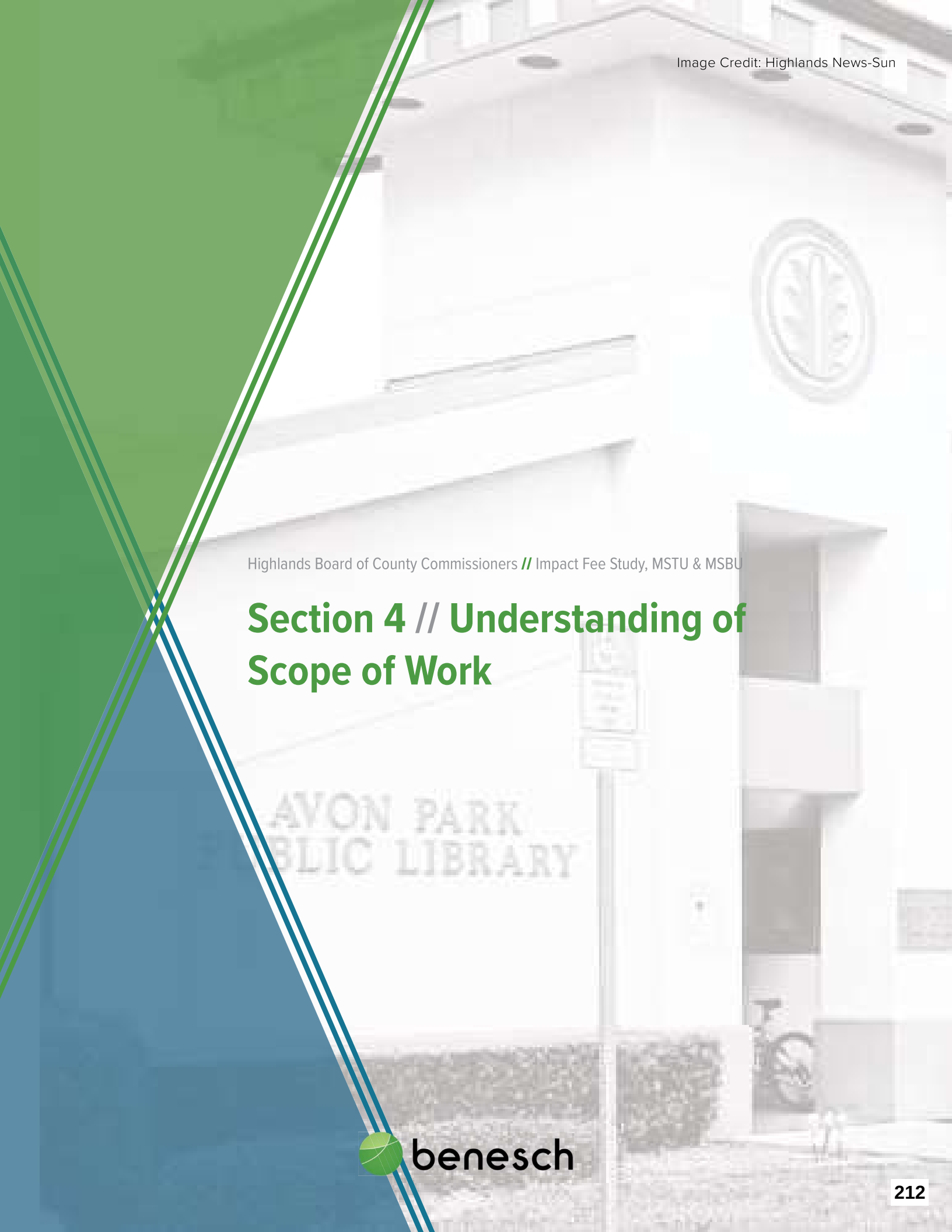


Image Credit: Highlands News-Sun

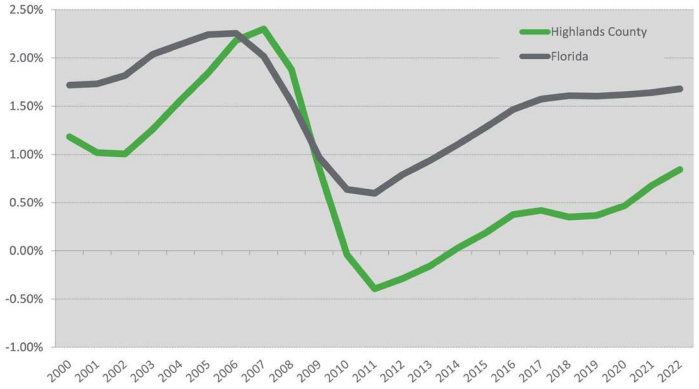
Section 4 // Understanding of Scope of Work

benesch

Approach & Methodology

With a population of 104,000, Highland County ranks 36th out of 67 Florida counties in terms of population. The County is considered a moderate growth county, ranking 49th in projected annual growth rate through 2050 and 38th in terms of absolute growth. As shown in Figure 1, over the past 20 years, the county's growth rate lagged behind the statewide average, except during the economic boom between 2005 and 2009.

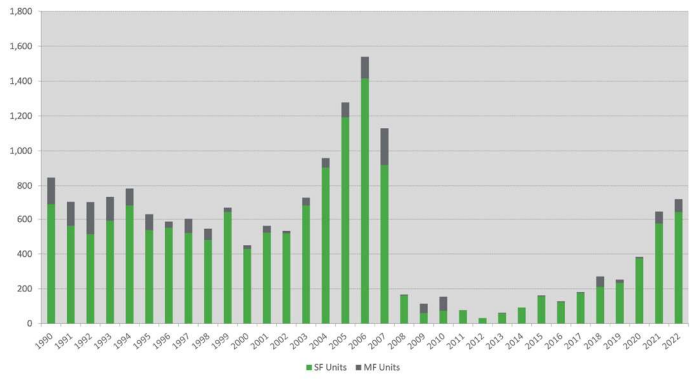
Figure 1: *Population Trends (Three-Year Average)*



Source: Bureau of Economic and Business Research (BEBR)

However, recent residential permitting trends indicate an increase in new growth as shown in Figure 2. Although the growth levels have not yet reached the peak between 2004 and 2007, the County is experiencing increasing levels of growth over the past three to five years.

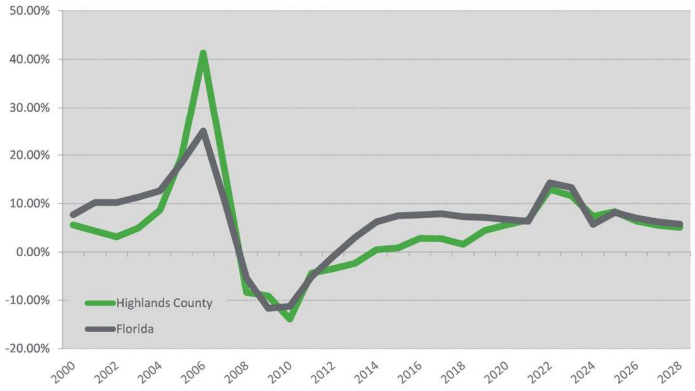
Figure 2: *Residential Permitting Trends*



Source: U.S. Census

As presented in Figure 3, the County's tax base experienced a significant increase during the economic boom of 2004 through 2007, followed by a decline during the great recession. Since then, the tax base started to recover with an average increase of 10 percent per year over the past three years.

Figure 3: *Trends in Taxable Value per Capita*



Source: Florida Property Valuations and Tax Databook

To address the impact of growth, Highlands County implemented an impact fee program in 2006. The fees were placed under moratorium in 2009, which is in effect until July 1, 2024. At this time, we understand that the County is interested in a comprehensive funding study that would create an equitable distribution of costs associated with new growth. More specifically, the County is seeking to review different revenue sources that will allow the County to maintain the current levels of service as new residents are added. Some of these revenue sources may include impact fees, Municipal Service Taxing Units (MSTU), Municipal Service Benefit Units (MSBU), and other sources. The primary service areas that need to be considered as part of the funding study include the following:

- Transportation (Roads)
- Alternative Multimodal Transportation (Multiuse Paths)
- Public Transportation (Door-to-Door, Fix Route, On-Demand)
- Stormwater & Drainage
- Parks
- Environmental Sensitive Lands
- Emergency Medical Services (EMS)
- Fire Services
- Educational Facilities (Schools)
- Broadband
- Children Services Trust
- Human Services & Mental Health Services
- County Health Department
- Mosquito Control
- Solid Waste

The Benesch team includes planners, engineers, economists, and GIS specialists with in-depth experience in funding studies for a wide range of program areas, including those listed by the County. *In the past, Benesch prepared the impact fee studies for Highlands County that were used to implement impact fees in Highlands County in 2006.* Through this and other work for the County, we are familiar with the County's growth trends and local conditions.

The Benesch Team has extensive experience in impact fees, assessments, MSTUs, MSBUs, user fees and other alternative revenue sources. In addition, our team has prepared Parks and fire master plans, long range transportation plans, transit development plans, school master plans and other planning studies. We understand the relationship between alternative funding options, master plans and economic development and growth management goals.

This scope of services to prepare this funding study is organized into three major tasks that outline the analysis related to initial background review/methodology evaluation, technical analysis and a technical report, and meetings/ presentations. The work plan for each of the three major tasks is presented in the remainder of this section.

SCOPE OF SERVICES

Task 1: Background & Data Collection

Upon receipt of the Notice to Proceed, Benesch will coordinate with the County for the collection of the specific studies, data, previous technical reports, current policies and procedures and other related information necessary to complete the study.

Benesch will review the background information and facilitate a kick-off meeting with key County staff to discuss major technical, legal and policy issues, coordinate staff and Benesch responsibilities and refine the project schedule as necessary. Some of the topics that will be discussed include:

- Growth levels/trends
- County's current needs for each service area (new capital, additional personnel/services, etc.)
- Establishment of needs in terms of future projects and services
- Alternative funding sources available to the County
- Technical study methodologies used throughout Florida and legal requirements for different funding sources
- Any administrative or implementation related issues/ concerns



Benesch will begin the study by reviewing background information and coordinating with County staff.

Task 2: Technical Analysis

This task addresses the growth patterns in the county and the identification of possible revenue sources for each service area depending on the needs in each area.

Subtask 2.1: Growth Projections

The Benesch Team will work with the County in establishing future growth projections based on any analysis conducted by the County and upcoming large developments. This analysis will be supplemented by projections from the University of Florida, Bureau of Economic and Business Research, any projections incorporated into the Long Range Transportation Plan or other master plans. Results of this analysis will assist the County in determining needs for additional facilities and services in the future.

Subtask 2.2: Level of Service Analysis

Benesch will document the County's current, achieved level of service (LOS) and its adopted LOS in the Comprehensive Plan, as available. This will determine the appropriate LOS that can be used for capital facility planning as well as operational needs. In addition, a comparison of County's achieved LOS and adopted LOS standard to those in other Florida counties will also be provided as data available.

Subtask 2.3: Review of Available Funding

This task will review current funding sources used by the County for new capacity, maintenance and operations. This review will help identify areas of need for additional revenue sources. For example, if the primary needs for the Public Transportation program are in the operations area, an MSTU program may be most beneficial. Benesch has established the first countywide transit MSTU program in Florida, and therefore, understands the requirements for these types of programs.

Subtask 2.4: Identification of Alternative Funding Options
Based on review and analysis in the prior tasks and discussions with the County, this task will explore appropriate funding options for each service area.

Of these, impact fee revenues can only be used for new/additional capacity projects. The programs that benefit most from impact fees tend to be transportation (including multi-modal transportation), schools, and parks since these service areas have high capital costs. Alternatively, fire, EMS, and law enforcement tend to have high operational costs and may benefit more from a combination of non-ad valorem assessment/MSBU and an MSTU program. Based on the results of this analysis, appropriate funding programs for each service area will be identified.



We will review funding options to determine which will most adequately suit Highlands County's revenue needs.

Subtask 2.5: Impact Fee Calculations
Impact fees are a one-time charge to new development and allow communities to maintain the current achieved LOS or adopted LOS standard, whichever is lower, for capital facilities/assets. Based on the findings of the previous tasks, this task will develop impact fees for appropriate service areas. Calculations will comply with all legal requirements and include the following components.

Inventory: The County will provide an inventory of existing as well as planned facilities. The transportation inventory includes all non-local classified roadways in the county. For other service areas, the inventory will include buildings, land, vehicles, equipment and other capital assets as appropriate. A summary of capital asset inventory for each program area will be incorporated into the technical report.

Demand Component: Benesch will calculate the demand component for each impact fee program area.

In the case of transportation, demand is measured in terms of vehicle miles of travel (VMT). Benesch has an extensive database that includes trip characteristics studies for over 40 land uses. The demand component will be developed for the transportation impact fee based on secondary data sources, such as the most current ITE Trip Generation Handbook, Benesch's trip characteristics database and any alternative studies that may have been conducted in Highlands County.

For school impact fees, demand is measured in terms of student generation rate. Benesch has developed a Geographic Information Systems (GIS)-based approach that ties student addresses to parcel addresses from the Property Appraiser's database. We used this approach in school impact fee studies for several counties, such as Collier, Orange, Hernando, Palm Beach and Volusia, which resulted in an accurate demand component, reflecting local data.

Demand for all other service areas is measured in terms of population, which may be permanent, seasonal or functional population depending on the services. Of these, functional population measures the benefit to each land use based on the presence of people at that land use throughout the day. In other words, land uses are charged for the availability of these services based on full-time equivalent persons present at each land use throughout the day.

Finally, as part of this task, land uses that will be included in the County's impact fee schedules will be discussed to ensure the fee schedule incorporates types of new developments the County is permitting. This work effort will be documented in the technical report.

Cost Component: The cost component for each impact fee program area will be calculated to reflect the current cost of adding capacity in Highlands County. Cost elements reviewed will include design and engineering inspection, construction, land/right-of-way purchase, vehicle/equipment purchase and other related costs. Benesch will review the Capital Improvement Program, the Capital Improvement Element of the Comprehensive Plan, the Highlands County School District Capital Improvement Plan, Long Range Transportation Plan, annual budgets/reports, recent bids, recently-completed local projects (past five years), recent land purchases or appraisals and other relevant documents to identify capital improvement costs that may be considered in the calculation of the cost component of the impact fee formula for the County. This information will be compared to and/or supplemented with Benesch's cost databases that include information from other Florida jurisdictions.

Credit Component: Benesch will review historical and projected capital improvement funding sources and expenditures for land/right-of-way, construction, design and engineering inspection and other related costs in Highlands County. Debt service for any bond proceeds used for capacity expansion projects will be reviewed and documented as appropriate. These calculations will reflect any recent and/or anticipated changes in how the capital assets are funded. This information will be used to prepare the credit component of the impact fee formula. This work effort will be documented in the technical report.

Benefit Districts: To ensure fee payers receive the associated benefit, for certain service areas, such as transportation and parks, separate benefit districts are established. The fees can only be spent in the district they are collected with some exceptions. This task will review natural/man-made geographic barriers, variations in growth rates/trends, development levels by subarea, and other similar variables to determine appropriate boundaries for benefit districts.

Fee Schedules & Comparison: Based on the results of Subtask 2.5, impact fee schedules will be developed. These schedules will be compared to those adopted by surrounding or similar jurisdictions. Revenue projections for the next five, 10 and 20- year periods will be prepared based on the analysis of growth levels.

Subtask 2.6: Special Assessment/MSBU Calculations

Certain services are eligible to be funded with non-ad valorem assessments, such as fire rescue, solid waste, and stormwater. If the findings of Subtask 2.4 indicate a need for an assessment program, this task will prepare the necessary calculations, which will comply with all legal requirements. Special assessments need to demonstrate benefit to the property. Benesch has extensive experience with different methodology options available to Highlands County and will discuss these early in the study with the County.

Budget Component: Budget line items for each service area will be evaluated to identify the assessable portions of the budget. All costs related to providing the service and eligible to be funded with an assessment will be included.

Demand Component: Demand component for each service area will be calculated and options for different land uses and size tiering will be provided for the County's consideration.

Property Units: Based on data from the Highlands County Property Appraiser's Office, property units for each land use category will be identified. Options for tiering by square footage or acreage will be prepared as part of the rate calculations.

Rate Schedules & Comparison: Based on the results of subtask 2.6, assessment rate schedules will be developed. These schedules will be compared to those adopted by surrounding or similar jurisdictions. Revenue projections for the next 5-, 10- and 20- year periods will be prepared based on the analysis of growth levels.

Subtask 2.7: Additional Revenue Sources

This task will provide calculations for other funding sources identified as part of subtask 2.4. These may include MSTU millage, local option sales tax, user fees, and others that are not currently being used by Highlands County. Revenue estimates will be prepared to determine the portion of growth related costs that is being funded with each funding source. These revenue sources and associated rates will be compared to those used by other nearby or similar jurisdictions.

Subtask 2.8: Draft & Final Technical Reports

Results of Tasks 1 and 2 will be summarized in a draft technical report. The technical report will include all background information, estimates, projections and data analysis, as well as any assumptions made and methodologies employed to complete these tasks. A minimum of three draft and status reports will be submitted. Upon receipt of comments from the County, Benesch will make the necessary revisions to the draft report and prepare the final report, which will incorporate input from the County, Board of County Commissioners (BCC) and other public groups, stakeholders and agencies as appropriate.

Task 3: Meetings & Presentations

As part of this study, the following seven meetings and presentations will be conducted:

- Kick-off meeting (virtual) to review the objectives of the study, agree to methodology, exchange information, timing and schedule for all tasks and to determine information to be provided by County staff.
- Three interim meetings (virtual) to discuss any questions on the data and interim findings.
- One meeting with County staff to review draft report findings and prepare for public meetings (virtual).
- Three public meetings to present study results and obtain input.
- Two meetings with the BCC to present results and respond to questions.

For all presentations, Benesch will prepare user-friendly, easy-to-follow materials in PowerPoint and provide drafts to County staff for review prior to each meeting/presentation. In addition to these formal meetings, Benesch will be in close contact with the County's Project Manager to ensure that the County is aware of the study's progress. With offices in Tampa, Benesch is easily accessible to County staff.



Benesch will prepare user-friendly, accessible presentations to share study findings with Highlands County.

SUCCESSFUL ORGANIZATIONAL STRUCTURE

Our organization chart showcases a multidisciplinary team led by ***Nilgun Kamp, AICP***. As the direct connection to Highlands County, Nilgun will oversee the work of our team and facilitate on-going consistent communication and proactive coordination of all project tasks.

Our team also includes ***GovRates*** (stormwater technical analysis), ***Lewis, Longman & Walker*** (legal support for MSBU and MSTU analyses) and ***White & Smith*** (legal support for impact fee studies).

In order to meet the milestones outlined in the study schedule on the following pagel, the Benesch Team will focus on the following:

- **Quality Assurance:** Benesch's Quality Assurance (QA) procedures involve input from peers outside the project team, often referred to as Independent Technical Reviewers. Benesch's QA/QC Manager or another designated expert will serve as the primary Independent Technical Reviewer for each task, providing comments and feedback from a fresh perspective.
- **Quality Control:** QC procedures include countering errors or misjudgments and identifying opportunities for improvement. This includes intra-team technical review and professional editorial review to help ensure the quality of deliverables that clients expect.
- **Schedule Adherence:** Benesch has a proven track record of on-time performance. In the rare instances in which projects were not completed according to the original schedule, local policy issues or other reasons beyond our control were the primary reasons for delay.

  Upon selection, the study schedule will be reviewed with the County's Project Manager and will be modified if needed. With a dedicated Public Finance Group and other experienced staff, Benesch has the resources to meet most desired time frames and provide a high-quality product.

KEY ELEMENTS OF BENESCH'S QUALITY ASSURANCE & SCHEDULE CONTROL PROGRAM



Benesch's Project Management Plan

Benesch understands the diverse needs of our clients and has developed project management procedures to help ensure execution of the QA/QC program. A Project Management Plan (PMP) is prepared to facilitate management of major task work orders and includes the following major items:

- Project goals and objectives
- Project contacts
- Project responsibility assignments
- Scope of work
- Project deliverables
- Project schedule, including milestones and meeting dates

The PMP is distributed and reviewed with the entire project team to ensure that all are working toward the same goals and objectives, creating a cohesive team and providing the client with consistent, superior deliverables. As part of the PMP, Benesch coordinates tasks with subconsultants and maintains regular communication to ensure all tasks are on schedule and being completed within the study budget. The PMP also is an excellent tool for the client to track the project's progress and the Benesch Team's performance.

Cultural Commitment to Quality

Most important is Benesch's cultural commitment to quality that has been demonstrated since being established in 1946. This commitment is evidenced by the project management philosophy and techniques espoused by Benesch for the successful management of projects and client relationships. The Benesch Team looks forward to applying this philosophy to the study of Highlands County.

PROJECT SCHEDULE

A preliminary schedule is provided below. Upon selection, this schedule will be reviewed with the County's Project Manager and, if needed, will be modified to better accommodate the County's needs. The schedule will be revisited once the final number of service areas is identified for impact fee and assessment studies. With a dedicated Public Finance Group and other staff experienced in public finance-related analyses, Benesch has the necessary resources to successfully perform the assigned work under the time constraints specified in the RFQ.

TASK DESCRIPTION	DATE
Receipt of Signed Contract	June 31, 2024
Kickoff Meeting	Week of June 10, 2024
Submittal of Data Needs Memo	June 17, 2024
Receipt of All Requested Data	July 17, 2024
Identification of Revenue Sources (Tasks 1 through 2.4)	July 2024 - October 2024
Interim Meeting to Review Initial Results	Week of September 16, 2024
Submittal of Draft Technical Report (30% Completion)	October 18, 2024
Public Meeting or BCC Workshop	October/November 2024
Impact Fee and MSBU Calculations & Alternative Revenues (Tasks 2.5 through 3)	November 2024 - August 2025
Interim Meeting to Review Findings/Results	Week of May 12, 2025
Submittal of Draft Technical Reports (60% Completion)	May 30, 2025
Draft Report Review Meeting	Week of June 9, 2025
Submittal of Revised Technical Reports (90% Completion)	June 27, 2025
Public Meetings (2)	July/August 2025
Submittal of Final Report	Two weeks after receipt of all comments
BCC Meeting	September 2025



Image Credit: Highlands CountyREMAX Realty Plus

Section 5 // Forms & Certifications

benesch

PROPOSAL SUMBITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

SOLICITATION IDENTIFICATION: **RFP 23-040-KSB**

SOLICITATION NAME: **Impact Fee Study, Municipal Service Taxing Unit (MSTU) & Municipal Service Benefit Unit (MSBU) Study, Revenue Sourcing Study**

PROPOSAL SUBMITTED BY:

Alfred Benesch & Company
Proposer's Name

William L. Ball, AICP, Sr. Vice President, FL Division Manager
Proposer's Authorized Representative's Name and Title

1000 N Ashley Drive, Suite 400
Proposer's Address 1

Tampa, FL 33602
Proposer's Address 2

Nilgun Kamp, AICP - Project Manager
Contact's Name and Title (Print)

nkamp@benesch.com
Contact's E-mail Address

813-825-1225
Contact's Phone Number

049812563
Dun's Number

36-2407363
Employer Identification Number/Federal Employer Identification

ACKNOWLEDGEMENT OF ADENDA Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged):

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued
1	1/25/2024						

LITIGATION, SUSPENDED OR DEBARRED Yes X / ___No Provide the entity name and final outcome: (attach additional pages if necessary)

Entity Name		Final Outcome
See following pages for litigation Information		

OUTSTANDING CLAIMS & LITIGATION

Below is a detailed list of our current outstanding claims & litigation. **None of the below cases are related to our work in public finance, nor in the state of Florida.**

Case Name: Josue Martinez v. Orange Crush, LLC, Benesch Engineering, ABC Engineering of NY, P.C. and R.T. Millord Co., and Builders Paving, LLC, et al.
Court: State of Illinois Circuit Court
Project Owner: CSX Intermodal Terminals, Inc.
Basis: On July 20, 2023, Benesch received a Summons indicating that it has been added as defendant in this matter. This suit stems from an injury sustained by a construction worker on September 1, 2022, when the worker was pinned between a paving machine and roller machine that were operating at the site, crushing the workers right leg.
Status: Ongoing. It is unlikely that Benesch has any liability in this matter.

Case Name: Diamond Grant v. Esurance Property and Casualty Insurance Company, Alex Spradlin and Alfred Benesch & Company
Court: State of Michigan Third Judicial Circuit Wayne County
Basis: On May 5, 2023, Benesch received a summons indicating that it had been added as a defendant in this matter. This suit stems from a vehicle accident in which Benesch employee, Alex Schultz-Spradlin, was involved on May 25, 2022. Plaintiff alleges that Schultz-Spradlin operated his vehicle in a careless, negligent, willful and wanton, grossly negligent and/or reckless manner.
Status: Ongoing. It is unlikely that Benesch has any liability in this matter.

Case Name: Sun City Carolina Lakes Community Association v. Pulte Home Company, LLC v. Third Party Defendants: WRG Design, Inc.; Susman Tisdale Gayle Architects, Inc., A/K/A STG Design as Successor in Interest to and/or Merger with BMG, Inc, AIA; Blythe Development Co.; Scurry Construction, Inc.; Choate Construction Company; REA Contracting, LLC; ESP Associates, Inc.; Southern Shade Tree Co., Inc.; Pipeline Irrigation, LLC; Impact Landscaping LLC; Ecoscape Solutions Group, LLC; CK Contracting, Inc.; Hoopaugh Grading Company, LLC; Edwards Construction Services, Inc., Carolina Civil LLC; and Carolina Site Work, LLC; Merrick & Company as Successor in Interest to and/or Merger with Turnbull/ Sigmon Design, P.A.; Alfred Benesch & Company as Successor in Interest to and/or Merger with Site Solutions, Inc.; Salas; O'Brien South, LLC as Successor in Interest to and/or Merger with HESM&A, Inc.
Court: State of South Carolina, County of Lancaster, The Court of Common Please the Sixth Judicial Circuit
Project Owner: Sun City Carolina Lakes Community Association
Basis: On September 25, 2022, Benesch received a Summons indicating that it has been added as a Third-Party Defendant in this matter. This suit was originally filed in 2019 and relates to work completed by an acquired company, Site Solutions, between 2005 - 2012. Based on research completed to date, the issues outlined in the complaint do not involve the various sections of the community in which Site Solutions provided services.
Status: Ongoing. It is unlikely that Benesch has any liability in this matter.

Case Name: Michele Castaneda and Manual Castaneda v. City of Bettendorf v. Chhabria A. Harris and Alfred Benesch & Company
Court: United States District Court for the Central District of Illinois
Project Owner: Iowa Department of Transportation
Basis: On August 24, 2022, Benesch received a Summons indicating that it has been added as a Third-Party Defendant in this matter. This suit stems from a pedestrian fatality accident that occurred on May 22, 2022, when a drunk driver in an SUV entered the pedestrian path on the bridge and struck three (3) pedestrians. Benesch was the lead designer for the bridge. Installation of bollards was discussed during the design process, but the client elected not to have them included as part of the design.
Status: Ongoing. It is unlikely that Benesch has any liability in this matter.

Case Name: Kevin W. Schmidt, Individually and as Representative of THE ESTATE OF TERRI L. SCHMIDT, Don and Lois Corning, and Michael Johnson and Roberta Rosa v Aaron Nash, Lyons Limousuine, LLC, Patrick Richard Lyons, Mary Lyons, Zenith Limosusine, LLC, Edward Kraemer & Sons, Kenny Construction Company, Kenny-Kraemer Joint Venture, Plote, Inc., Plote Construction, Inc., Roadsafe Traffic Systems, Inc., a foreign corporation, Traffic Control and Protection, Inc., GFS Construction, LLC, Omega & Associates Inc., The Roderick Group Inc., P.C., Exp. U.S. Service, Inc., Thomas Engieering Group LLC, Alfred Benesch & Company, V3 Companies of Illinois LTD, V3 Companies LTD, BV3 Joint Venture
Court: Circuit Court of Cook Co., Illinois, Law Division
Project Owner: The Illinois State Toll Highway Authority
Basis: The suit stems from a March 25, 2016 limousine accident in a construction zone on I-90 in Elgin, IL near the Stage 3B area of construction. Benesch did the design of this section. According to news reports, the limo driver was blinded by sunshine and struck the concrete barrier. One person died and 6 others were injured. This is the second suit filed relating to this accident. Benesch received notice that it had been named in this suit on October 5, 2016.
Status: Ongoing. In July 2021 the judge granted the defendants motion for summary judgement based on the driver of the limousine (Aaron Nash) as the sole proximate cause of the accident; however, plaintiffs responded by filing Notices of Appeal which are pending disposition with the court.

RESOLVED CLAIMS & LITIGATION

Below is a detailed list of past, resolved claims and litigation from the past five years. **None of the cases listed below are related to our work in public finance, nor in the state of Florida.**

Case Name: Livingston County Board of Public Works v. Action Traffic Maintenance, Inc., Alfred Benesch & Company, and Ajax Paving Industries, Inc.
Court: State of Michigan 44th Circuit Court for the County of Livingston
Project Owner: County of Livingston
Basis: On Friday, August 11, 2023 received a Summons indicating it had been named as a defendant in this matter. Benesch was responsible for construction engineering services on this project. The suit stems from underground facilities that were damaged by Action Traffic on or about November 7-8, 2022, which subsequently resulted in a sink hole resulting in claimed damages for repairs in the amount of $405,522.79.
Outcome: Benesch was dismissed in this matter by the Client given that there was no contractual relationship.

Case Name: Joann Welsh, Edward Larsen, John K. Fitzgerald, Jean A. Fitzgerald, John Netto, Thomas F. McEvoy, Jr., Thomas F. McEvoy, III, Donna McEvoy, Michelle Dicapua, James D. McEvoy, Rita McEvoy, Joey Ann Liquigly v. City of Derby, Turco Golf, Inc., Kaestle Boos Architects, Inc.; Turco Golf apportionment claim v. Langan Engineering and Environmental Services, Inc., Alfred Benesch & Company, Turner Construction Company, and John J. Brennan Construction Company, Inc.
Court: Superior Court J.D. of Ansonia at Milford
Project Owner: City of Derby, Connecticut
Basis: On September 25, 2018, the combination of heavy rainfall (5.8") and the Contractor failing to follow Benesch's design drawings led to a flooding issue downstream that allegedly caused flooding affecting adjacent homeowners. Benesch was a sub to KB, an architectural firm, for design of new athletic fields for Derby High School in Connecticut. Benesch provided engineering support for design (including drainage) and limited construction administration services, but construction observation was not included in the scope. On September 12, 2019, a suit was filed by the homeowners against (1) The City of Derby (2) Turco Golf, Inc. and (3) Kaestle Boos Associates, Inc. On December 27, 2019, Turco Golf filed an Apportionment Complaint against Langan Civil Engineers, Benesch, Turner Construction and John J. Brennan Construction. The apportionment complaint doesn't seek affirmative relief, it just seeks to limit Turco's liability. In order for Benesch to have liability, the plaintiff or one of the other original defendants would have to plead over seeking liability against Benesch.
Outcome: This matter was resolved through mediation and negotiations in August 2023. Benesch contributed $45,000 to a settlement with our general liability carrier, Travelers, paying 50%.

Case Name: Ashley Thrasher v. Douglas County, Nebraska, Hawkins Construction, and Alfred Benesch & Company
Court: District Court of Douglas County, Nebraska
Project Owner: Douglas County, Nebraska
Basis: On March 22, 2018, Benesch received a Complaint in the above referenced suit. This suit stems from an automobile/pedestrian accident that occurred on March 18, 2016. The accident happened in the early morning following St. Patrick's Day and involved a teenage girl who stepped into the roadway and was struck by a car in an area of the project that had no sidewalk (prior to or during construction). Benesch provided design services for this project, but did not provide construction observation.
Outcome: This matter was resolved through mediation on May 11, 2023, for a total of $65,000, with Benesch and Hawkins Construction each agreeing to contribute $32,500.

Case Name: Mashantucket Pequot Tribal Nation (MPTN) v. Alfred Benesch & Company and South Coast Development
Court: Mashantucket Pequot Tribal Court
Project Owner: Mashantucket Pequot Gaming Enterprise
Basis: On November 26, 2018, the Mashantucket Pequot Gaming Enterprise named Benesch as a third-party defendant in this matter seeking contractual indemnification for amounts they paid in settlement. This project was initially contracted by Purcell and Associates (an acquired company), but was completed shortly after the merger with Benesch in 2012. This suit stems from a case filed by Bethany Lemire alleging that on May 13, 2013, she sustained injuries stepping off a sidewalk that intersected with a handicapped slope that was designed by Purcell; however, the contractor and client intentionally deviated from Benesch's design during construction.
Outcome: This matter settled during mediation on August 15, 2022, with Benesch and the Contractor, South Coast Development, each agreeing to pay $50,000 for a combined settlement of $100,000. Benesch's general liability carrier, Travelers, agreed to contribute $25,000 towards Benesch's portion of the settlement.

Case Name: Michael Albertini and Karen Schejbal v. Lorig Construction and Alfred Benesch & Company
Court: Circuit Court of Cook County, Illinois County Department, Law Division
Project Owner: Illinois Department of Transportation
Basis: On August 1, 2019, Benesch received a complaint naming it as a defendant in a suit stemming from an injury that was sustained by an Area Equipment employee on November 14, 2018, on a project at Canal Street under the Congress Expressway. Benesch provided design services for a temporary shoring plan on this project to Area Equipment, who was a sub-contractor to Lorig Construction, under the terms of an on-call professional services agreement with Area. Benesch's scope did not include any project site services, nor did Benesch have any employees on site, and had no knowledge of the injury until servced with the complaint.
Outcome: This matter was settled during mediation on March 31, 2022, for a total of $1.6 million. Benesch's general liability carrier,

Travelers, agreed to contribute $50,000 to bring the matter to a close.

Case Name: Nemaha Landscape Construction, Inc. v. City of York, Nebraska v. Alfred Benesch & Company.
Court: District Court of York County, Nebraska
Project Owner: City of York, Nebraska
Basis: On February 16, 2021, Benesch received a summons indicating it had been named as a third-party defendant in this matter. The case stems from a claim by Nemaha in June 2017, for extra work and backcharges related to the construction of the York Ballfield Complex. The main dispute centers around cracking of the concrete in the dugouts, which the contractor claims are design defects and Benesch (and York) maintain that the design of the slabs was delegated to the contractor.
Outcome: This matter was settled pre-trial in July 2021, with Benesch and the City each agreeing to contribute $15,000 to a $30,000 settlement.

Case Name: Albert Sanchez v. Shalonda Bobo, City of Chicago, G&V Construction Company, Inc., Metromex Contractors, Inc., and Alfred Benesch & Company
Court: Circuit Court of Cook Count, Illinois, County Department Law, Law Division
Project Owner: City of Chicago Department of Transportation
Basis: On January 19, 2021, Benesch received notice that it had been added as a defendant in a lawsuit that resulted from a vehicle collision at 26th Street and Pulaski on September 22, 2017, allegedly as a result of construction occurring at the intersection. Benesch was a subconsultant to C*NECT, a joint venture between Civiltech and Infrastructure Engineering, under a contract for Project Management Consulting for Capital Improvement Projects.
Outcome: This case settled during a pre-trial conference on March 17, 2021, with plaintiff agreeing to accept $50,000. Benesch's general liability carrier agreed to contribute $10,000 to the settlement in an effort to bring the matter to a quick resolution.

Case Name: John McCracken and Lauren McCracken v. PennDOT, J.D. Eckman, Inc., Urban Engineers, Inc., Alfred Benesch & Company and Allstate Insurance Company
Court: Court of Common Pleas, Delaware County, Pennsylvania
Project Owner: Pennsylvania Department of Transportation
Basis: On December 4, 2019, Benesch received a complaint naming it as a defendant in this suit claiming that each defendant, by and through their agents, workers and/or subcontractors performed demolition, excavation, and construction involving the operation of heavy construction equipment, machinery and vehicles in close proximity to the border of plaintiff's property, and alleging that plaintiffs subsequently had damage to their property due to the destructive vibrations in the excavation of the property and roadway near plaintiff's property. Benesch had design and construction engineering services, but did not provide construction observation
Outcome: This matter was settled pre-trial in February 2021 with plaintiffs agreeing to accept $60,000, of which Benesch contributed $4,000.

Case Name: Mazen Fiala v. Northeast Regional Commuter Railroad Corporation, D/B/A Metra Rail, and Commuter Rail Construction Team, LLC
Court: Circuit Court of Cook County, Illinois, Municipal Department, Third District
Project Owner: Northeast Regional Commuter Railroad Corporation, D/B/A Metra Rail
Basis: On August 5, 2019, Benesch was served with a complaint in which Commuter Rail Construction Team (CRCT) was named as a defendant. CRCT is a joint venture between Benesch and V3 providing Construction Management Engineering Services for various METRA capital projects, which are assigned on a task-order basis. This suit stems from a trip and fall accident that occurred on December 1, 2017, at Healy Station. A train overshot the platform, and Fiala allegedly tripped and fell over a metal object that was protruding from gravel near one of the platforms when walking across the gravel to board the train.
Outcome: This matter was settled pre-trial in February 2021, with plaintiffs agreeing to a settlement of $30,000, of which Benesch's general liability carrier contributed $5,000.

Case Name: Carlos M. Cruz v. Alfred Benesch & Company et al.
Court: Court of Common Pleas of Schuylkill County, Pennsylvania Civil Division
Project Owner: Borough of Shenandoah
Basis: On June 19, 2018, Benesch received a Complaint in which the company and two of our employees were named as defendants in the above referenced suit, along with 20 other individuals/entities. The suit stems from a request from the Borough to investigate the structural integrity of multiple structures sited on parcels 64-02-0006.000 and 64-02-0003.002. The investigation was conducted by Benesch employee, Dominic Yannuzzi, who determined that the buildings were unsafe and constituted a dangerous structure or premises according to the Borough's ordinance. The basis of the Complaint is that a neighbor had an illegal sewer hookup to the Plaintiff's sewer lateral, which ultimately caused all the damage to the subject properties. There was an extensive legal battle between the Borough and Cruz, which required Yannuzzi to testify in court. The Complaint does not list any grievances with Benesch's evaluation. A second Benesch employee, Ed Bosack, was also named as a defendant, but he had no involvement in the inspection.
Outcome: Plaintiff abandoned this case and Benesch, along with the two employees named as defendants in this action were dismissed from the case with prejudice on December 28, 2020.

Case Name: Bethany Lemire v. James P. Purchell Associates (aka Alfred Benesch & Company) and South Coast Development LLC
Court: State of Connecticut, Superior Court in New London

Project Owner: Mashantucket Pequot Gaming Enterprise
Basis: On October 23, 2019, plaintiff Bethany Lemire filed suit directly against Benesch and South Coast Development in state court. This case is related to the same matter Lemire previously filed in tribal court against the Mashantucket Pequot Gaming Enterprise, and in which Benesch was named a third-party defendant for the purpose of contractual indemnification by the MPTN. This project was initially contracted by Purcell and Associates (an acquired company), but was completed shortly after the merger with Benesch in 2012. This suit was filed by Bethany Lemire alleging that on May 13, 2013, she sustained injuries stepping off a sidewalk that intersected with a handicapped slope that was designed by Purcell.
Outcome: As the result of a settlement conference in October 2020, Lemire agreed to accept $115,00 to settle this matter, with Benesch and the Contractor, South Coast Development, each agreeing to contribute $57,500.

Case Name: The Charter Oak Fire Insurance Company, as Subrogee of Brayman Construction Corporation v. Alfred Benesch & Company
Court: Supreme Court of PA Court of Common Pleas, Civil Division, Lehigh Co.
Project Owner: Norfolk Southern Railroad
Basis: On January 5, 2019 Benesch received a Notice to Defend resulting from Brayman Construction's loss of their drill rig in August 2017. Brayman claims the loss resulted from a failed dewatering plan prepared by Benesch in relation to the replacement of Bridge RV 24.81 over Swabia Creek in Lower Macungie Township in Pennsylvania. Benesch was engaged to design repairs and modifications to the substructure and replacement of the superstructure for this bridge under a Master Services Agreement with Norfolk Southern. Trumbull was the general contractor for construction of the bridge replacement.
Outcome: As the result of a settlement conference in July 2020, Charter Oak agreed to accept $150,000 to settle this matter, with Benesch and the Contractor, Trumbull Corporation, each agreeing to contribute $75,000.

Case Name: Michael Auriemma v. The Illinois State Toll Highway Authority, Lorig Construction Company, Highway Safety Corporation, F.H. Pschen/S.N. Nielsen, Inc., Traffic Control & Protection, Inc., Alfred Benesch & Company, Civiltech Engineering, Inc., Joseph Kozial, and John Thomas, Inc.
Court: Circuit Court of Cook County, Illinois, County Department, Law Division.
Project Owner: The Illinois State Toll Highway Authority
Basis: This suit results from a vehicle accident that occurred on May 11, 2014 on Interstate 290 in the area approximately 500 feet west of Devon Avenue in Elk Grove Village. Mr. Auriemma, who was driving an SUV and towing a boat on a trailer, struck the concrete/cushioned barriers causing the boat to break free from the trailer and strike his vehicle. Claimant alleges the barriers had been placed improperly in the left driving lane, which had been reconfigured to become part of the left shoulder without appropriate warming signage during the roadway construction project. Mr. Auriemma claims that he sustained serious and permanent injuries in this accident. Benesch was the Design Section Engineer on this project.
Outcome: This matter settled for $560,000 in a pre-trial settlement on April 11, 2019, with Old Republic Insurance Group agreeing to fund $250,000 of the settlement on behalf of its insureds and additional insureds (including Benesch).

PROPOSAL FORM

CERTIFICATION: By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other person(s) or over the County. The signature below, by an authorized representative and herby affirm they have read and understand the solicitation requirements.

SUBMITTED ON: February 13 20 24

PROPOSER NAME: Alfred Benesch & Company

SIGNATURE: William L Ball
Proposer's Authorized Representative (Seal)

PRINTED NAME: William L. Ball, AICP

TITLE: Senior Vice President, Florida Division Manager

ALFRED BENESCH & COMPANY CORPORATE SEAL ILLINOIS

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DRUG FREE WORKPLACE FORM

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by
William L. Ball, AICP
[Print individual's name and title]

for
Alfred Benesch & Company
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]
whose business address is 1000 N Ashley Dr, Suite 400, Tampa, FL 33602 and whose Federal Employer Identification Number (FEIN) is 36-2407363 (hereinafter referred to as "Bidder")

2. CERTIFICATION
Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

William L Ball

Print Name: William L. Ball, AICP Date: 02 / 08 / 24

STATE OF Florida COUNTY OF Hillsborough

The foregoing Certification was sworn to before me this 8th day of February, 2024, by William L. Ball, AICP, as Sr. Vice President, FL Division Mgr., the duly authorized officer of Alfred Benesch & Company, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

Signature: Christina M. Gomez
Print Name: Christina M. Gomez
Notary Public, State of Florida
Commission No. HH247864
My Commission Expires: 03/31/2026

(AFFIX NOTARY SEAL)

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

STATE OF FLORIDA } ss

COUNTY OF Hillsborough }

Before me, the undersigned authority, personally appeared William L. Ball, AICP who, being by me first duly sworn, made the following statement:

1. The business address of Alfred Benesch & Company (name of bidder or contractor), is 1000 N Ashley Dr, Suite 400, Tampa, FL 33602

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. ~~There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is~~ _____.

~~A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: William L Ball

Print Name: William L. Ball, AICP

Print Title: Senior Vice President, Florida Division Manager

On 8th day of February, 2024.

STATE OF Florida

COUNTY OF Hillsborough

Sworn and subscribed before me in the State and County first mentioned above on the 8th day of February, 2024.

Signature: Christina M. Gomez

Print Name: Christina M. Gomez

(AFFIX NOTARY SEAL)

Notary Public, State of Florida

Commission No. HH247864

My Commission Expires: 03/31/2026

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

DISCRIMINATION FORM

CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1.This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by William L. Ball, AICP

[Print individual's name and title]

for Alfred Benesch & Company

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 1000 N Ashley Dr, Suite 400, Tampa, FL 33602 and

whose Federal Employer Identification Number (FEIN) is 36-2407363 (hereinafter referred to as "Bidder")

2. CERTIFICATION
Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

William L. Ball

Print Name: William L. Ball, AICP Date: 02 / 08 / 24

STATE OF Florida COUNTY OF Hillsborough

The foregoing Certification was sworn to before me this 8th day of February, 2024, by William L. Ball, AICP, as Sr. Vice President, FL Division Mgr., the duly authorized officer of Alfred Benesch & Company, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

Signature: Christina M. Gomez
Print Name: Christina M. Gomez
Notary Public, State of Florida
Commission No. HH247864
My Commission Expires: 03/31/2026

(AFFIX NOTARY SEAL)

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

SCRUTINIZED COMPANY FORM

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by William L. Ball, AICP
[Print individual's name and title]

for Alfred Benesch & Company
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 1000 N Ashley Dr, Suite 400, Tampa, FL 33602 and

whose Federal Employer Identification Number (FEIN) is 36-2407363 (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

William L Ball

Print Name: William L. Ball, AICP

STATE OF Florida COUNTY OF Hillsborough

The foregoing Certification was sworn to before me this 8th day of February, 2024, by William L. Ball, AICP, as Sr. Vice President, FL Division Mgr, the duly authorized officer of Alfred Benesch & Company, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

(AFFIX NOTARY SEAL)

Christina M. Gomez

Print Name: Christina M. Gomez

Notary Public, State of Florida

Commission No. HH247864

My Commission Expires: 03/31/2026

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

Contracting with entities of foreign countries, F.S. 287.138

FLORIDA STATUTES, SECTION 287.138
CERTIFICATION

I, William L. Ball, AICP (Person), as the Senior Vice President and Florida Division Manager (Title)

of Alfred Benesch & Company (Entity) do hereby certify that

Alfred Benesch & Company (Entity): (i) is not owned by the government of a Foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.

Signature: William L Ball

Print Name: William L. Ball, AICP

Title: Senior Vice President, Florida Division Manager

State of Florida
County Of Hillsborough

The foregoing instrument was acknowledged before me by means of
[X] physical presence or [ ] Online notarization of William L. Ball, AICP (Signatory Name)

he/she is authorized to execute this Oath and who is personally known to me or who produced

_____ as identification, and who did/did not take an oath this

8th Day of February 2024.

_____
(Stamp)

Christina M. Gomez
NOTARY PUBLIC, State of Florida

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

E-VERIFY FORM

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by William L. Ball, AICP
[Print individual's name and title]

for Alfred Benesch & Company
[Print name and state of incorporation or other formation of the entity submitting this sworn statement] whose business address is 1000 N Ashley Dr, Suite 400, Tampa, FL 33602 and whose Federal Employer Identification Number (FEIN) is 36-2407363 (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: 307873

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

William L Ball

Print Name: William L. Ball, AICP Date: 02 / 04 / 24

STATE OF Florida

COUNTY OF Hillsborough

The foregoing Certification was sworn to before me this 8th day of February, 2024, by William L. Ball, AICP, as Sr. Vice President, FL Division Mgr., the duly authorized officer of Alfred Benesch & Company, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

Signature: Christina M. Gomez

Print Name: Christina M. Gomez

Notary Public, State of Florida

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

(AFFIX NOTARY SEAL)

CERTIFICATION REGARDING LOBBYING

FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS APPENDIX A, 44 C.F.R. PART 18
(To be submitted with each bid or offer exceeding $100,000)

A. The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the **"Byrd Anti-Lobbying Amendment."**

B. If not provided at time of bid submittal, the form must be completed and submitted within three business days of County's request. Vendor hereby certifies the following:

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

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

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

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

Vendor certifies or affirms the truthfulness and accuracy of each statement of its certificationand disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et. seq. apply to this certification and disclosure, if any.

William J Ball

Signature of Authorized Official on behalf of Vendor

William L. Ball, AICP - Senior Vice President, Florida Division Manager

Name and Title of Authorized Official on behalf of Vendor

Alfred Benesch & Company

Name of Vendor

2/08, 2024 Date of Execution

AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I, William L. Ball, AICP (First and Last Name), in my capacity as Senior Vice President and Florida Division Manager (Company Title/Position),

am authorized to sign on behalf of, and fully bind, Alfred Benesch & Company (Company Name)

(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm, the following:

_____ (Initial) 1. Qualified small and minority businesses, and women's business enterprises, were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.

_____ (Initial) 2. The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.

_____ (Initial) 3. Based on the Prime Contractor's experience and expertise, the total requirements of the project were, and will continue to be, divided – when economically feasible – into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

_____ (Initial) 4. The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.

_____ (Initial) 5. The Prime Contractor has and/or will use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

_____ (Initial) 6. I understand that if the Prime Contractor fails to submit the documentation required in SECTION 1, GENERAL TERMS AND CONDITIONS, SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS of these bid documents as attachments to this Affidavit of Compliance, that the Prime Contractor's bid will be considered non-responsive.

_____ (Initial) 7. I affirm that all the **documentation attached** to this Affidavit of Compliance reflect true and accurate records that have not in any way been altered.

_____ 8. I understand that, should the Prime Contractor be the awarded the contract that
(Initial) this affidavit will continue to be considered binding for the duration of the project.

_____ 9. I understand that false statements on this Affidavit of Compliance may result
(Initial) in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.

I swear and affirm that the above and foregoing representations are true and correct to the best of my information, knowledge, and belief.

William T Ball
Signature

02/08/2024
Date

William L. Ball, AICP
Printed Name

Senior Vice President, Florida Division Manager
Official Title

STATE OF Florida)

COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 8th day of February
_____
20 24, by William L. Ball, AICP of Alfred Benesch & Company, a
Name of officer or agent, Title) (Name of company) (State)

corporation, on behalf of the corporation.

Christina M. Gomez
Signature Notary Public
Print, Type/Stamp Name of Notary

_____
(Seal)

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

Personally Known [X] or Produced Identification [ ]

Type of Identification Produced:_____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name William L. Ball, AICP Title Senior Vice President, Florida Division Manager

Telephone Number/Email 813-825-1214, bball@benesch.com

William L Ball 02/08/2024

Signature Date

Senior Vice President, Florida Division Manager

Title

Alfred Benesch & Company

Name of Business

Type of Organization

_____ Sole Proprietorship _____ Partnership _____ Joint Venture* X Corporation

_____ Limited Liability Company _____ Non Profit

Sate Incorporation Document No. 3851-539-0

Principal Place of Business (Florida Statute Chapter 607) Chicago, Illinois

City/County

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal Tax ID # : 36-2407363

Joint Venture Firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project.* ***If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.* *Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal Response.*

FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospectiveparticipant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Alfred Benesch & Company
Company Name

William L. Ball, AICP - Senior Vice President, Florida Division Manager
Name and Title of Authorized Representative

William L Ball
Signature

2/08/2024
Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set outbelow.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

-Remainder of page intentionally left blank-

SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I, William L. Ball, AICP (First and Last Name), in my capacity as Senior VP, FL Division Mgr (Company Title/Position), am authorized to sign on behalf of, and fully bind, Alfred Benesch & Company (Company Name) (the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm the following:

- ✓ Qualified small and minority businesses, and women's business enterprises were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.
- ✓ The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.
- ✓ Based on the Prime Contractor's experience and expertise, the total requirements of the project were, and will continue to be, divided when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- ✓ The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.
- ✓ The Prime Contractor has and/or will use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- ✓ I understand that failure to present documentation validating compliance upon request of the County may result in this bid being deemed non-responsive.
- ✓ I understand that, should the Prime Contractor be the awarded the contract that this affidavit will continue to be considered binding for the duration of the project.

Name of Subcontractor *(attach additional pages as necessary)*	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted
GovRates, Inc.	1988 Varick Way, Casselberry, FL 32707	Stormwater & Sewer Technical Studies	TBD
Lewis, Longman & Walker	301 W Platt St, Suite A364, Tampa, FL 33606	Legal Review	TBD
White & Smith Planning & Law Group	PO Box 20954, Charleston, SC 29413	Legal Review	TBD

I understand that false statements on this Affidavit of Compliance may result in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.

William L. Ball
SIGNATURE

William L. Ball, AICP
PRINTED NAME

Senior VP, Florida Division Mgr
OFFICIAL TITLE

2/08/2024
DATE

STATE OF Florida)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 8th day of February 20 24, by William L. Ball, AICP on behalf of the corporation.

Personally Known [X] or Produced Identification [ ]

Type of Identification Produced:_____

NOTARY

Christina M. Gomez
Signature

Christina M. Gomez
Printed Name

(Seal)
CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

NOTE: SMALL AND MINORITY OWNED, WOMEN-OWNED BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS SHALL NOT BE EXEMPT FROM COMPLYING WITH THE AFFIRMATIVE STEPS DESCRIBED IN 2 CFR §200.321 (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS) FOR SUB-CONTRACTING.

State of Florida
Department of State

I certify from the records of this office that ALFRED BENESCH & COMPANY is an Illinois corporation authorized to transact business in the State of Florida, qualified on February 19, 2013.

The document number of this corporation is F13000000785.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 16, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of January, 2024



Secretary of State

Tracking Number: 4398658648CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 16, 2023
Secretary of State
3988443130CC

DOCUMENT# F13000000785

Entity Name: ALFRED BENESCH & COMPANY

Current Principal Place of Business:

1000 N. ASHLEY DRIVE
SUITE 400
TAMPA , FL 33602

Current Mailing Address:

35 WEST WACKER DR., SUITE 3300
CHICAGO, IL 60601 US

FEI Number: 36-2407363

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS ST
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CHAIRMAN	Title	TREASURER
Name	CARRATO, JOHN L	Name	HORN, KRISTINA S
Address	35 W WACKER DR. SUITE 3300	Address	35 W WACKER DR. SUITE 3300
City-State-Zip:	CHICAGO IL 60601	City-State-Zip:	CHICAGO IL 60601
Title	DIRECTOR	Title	SECRETARY
Name	ELIZABETH , GALLAGHER	Name	SCOTT, SMITH
Address	35 WEST WACKER DR. SUITE 3300	Address	35 WEST WACKER DR. SUITE 3300
City-State-Zip:	CHICAGO IL 60601	City-State-Zip:	CHICAGO IL 60601
Title	CEO - PRESIDENT	Title	DIRECTOR
Name	FITZPATRICK, KEVIN	Name	KASTER, RANDALL
Address	35 WEST WACKER DR. SUITE 3300	Address	16910 MARCY STREET SUITE 102
City-State-Zip:	CHICAGO IL 60601	City-State-Zip:	OMAHA NE 68118
Title	DIRECTOR	Title	DIRECTOR
Name	HORAS, GEORGE	Name	SOCKEL, JEFF
Address	250 CETRONIA ROAD SUITE 150	Address	16910 MARCY STREET SUITE 102
City-State-Zip:	ALLENTOWN PA 18104	City-State-Zip:	OMAHA NE 68118

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KRISTINA S. HORN CFO 01/16/2023

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	EXTERNAL DIRECTOR
Name	HARRIS, MICHAEL
Address	35 WEST WACKER DR. SUITE 3300
City-State-Zip:	CHICAGO IL 60601

Title	EXTERNAL DIRECTOR
Name	PENCE, ROBERT
Address	35 WEST WACKER DR. SUITE 3300
City-State-Zip:	CHICAGO IL 60601

Title	FLORIDA DIVISION MANAGER
Name	BALL, WILLIAM
Address	1000 N. ASHLEY DRIVE SUITE 600
City-State-Zip:	TAMPA FL 33602

Title	DIRECTOR
Name	NANDAGIRI, SUNNY
Address	8000 REGENCY PARKWAY SUITE 175
City-State-Zip:	CARY NC 27518

Company ID Number: 307873

Approved by:

Employer Alfred Benesch & Co.	
Name (Please Type or Print) Julie Melidis	Title
Signature Electronically Signed	Date 03/01/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/01/2010

ALFRBEN-01 CMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company, A++, XV	25658
INSURER B : Charter Oak Fire Insurance Company A++ (XV)	25615
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Travelers Casualty Insurance Company of Americ	19046
INSURER E : Berkshire Hathaway Specialty Insurance Company	22276
INSURER F :	

INSURED

Alfred Benesch & Company
35 West Wacker Drive, Suite 3300
Chicago, IL 60601-5927

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			630-0D870755	5/31/2023	5/31/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA-0N614884	5/31/2023	5/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP-9R47920A	5/31/2023	5/31/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		UB-5K723986	5/31/2023	5/31/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liab			47EPP30529706	5/31/2023	5/31/2024	Per Claim	1,000,000
E				47EPP30529706	5/31/2023	5/31/2024	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If AI box is checked, GL Endt Form# CGD604, Auto Endt Form# CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

For Proposal Only

CERTIFICATE HOLDER

For Proposal Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jared Maxwell

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State of Florida

Woman & Minority Business Certification

GovRates, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

12/13/2023 to 12/13/2025

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

ORDINANCE NO. 05-06-44

AN ORDINANCE TO BE KNOWN AS THE HIGHLANDS COUNTY IMPACT FEE ORDINANCE; PROVIDING DEFINITIONS, RULES OF CONSTRUCTION AND FINDINGS; ADOPTING A CERTAIN IMPACT FEE STUDY; PROVIDING FOR THE IMPOSITION OF IMPACT FEES ON SPECIFIED NEW CONSTRUCTION OCCURRING IN THE COUNTY, BOTH WITHIN THE UNINCORPORATED AREA AND ALL MUNICIPAL AREAS OF HIGHLANDS COUNTY, FLORIDA, TO PAY FOR NEW CORRECTIONAL FACILITIES, LAW ENFORCEMENT CAPITAL NEEDS, FIRE RESCUE CAPITAL NEEDS, EMERGENCY MEDICAL SERVICES CAPITAL NEEDS, LIBRARIES, EDUCATION FACILITIES, AND TRANSPORTATION CAPACITY; DEFINING CONSTRUCTION; PROVIDING FOR THE CALCULATION AND USE OF IMPACT FEES COLLECTED; PROVIDING FOR AN ALTERNATIVE CALCULATION; PROVIDING FOR CREDITS FOR DEVELOPER CONTRIBUTIONS; PROVIDING FOR THE PAYMENT AND COLLECTION OF IMPACT FEES; PROVIDING FOR EXEMPTIONS FROM IMPACT FEES FOR CERTAIN HOUSING; PROVIDING A REMEDIAL COLLECTION METHODOLOGY FOR IMPACT FEES; PROVIDING FOR REVIEW HEARINGS; REQUIRING REVIEW OF THE IMPACT FEE STUDY AND IMPACT FEE ORDINANCE; DECLARATION OF EXCLUSION FROM ADMINISTRATIVE PROCEDURES ACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE CODE.

FILED
2006 SEP 11 AM 8:17
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, THAT:

ARTICLE I

PRELIMINARY MATTERS

SECTION 1.01. FINDINGS. It is hereby ascertained, determined and declared:

A. The County has determined that ad valorem tax revenue and other revenues will not be sufficient to provide the capital improvements and additions to the County's infrastructure, including its school system, which improvements and additions are necessary to accommodate future growth.

B. Part II of Chapter 163, Florida Statutes, requires the County to adopt a Comprehensive Plan containing a capital improvements element which considers the need and location of public facilities within its areas of jurisdiction and the projected revenue source which will be utilized to fund these facilities.

C. The implementation of impact fees to require future growth to contribute its fair share of the cost of growth necessitated capital improvements to the County's infrastructure, including its educational facilities, promotes the general welfare of the citizens of Highlands County. The provision of infrastructure adequate for the needs of growth is in the general welfare of all County residents and constitutes a public purpose.

D. The implementation of impact fees to require future growth to contribute its fair share of the cost of required capital improvements and additions is an integral and vital element of the regulatory plan of growth management in the County.

E. The projected need for capital improvements to the County's infrastructure and the allocation of projected costs between those necessary to serve existing development and those required to accommodate the needs of future growth as presented in the study entitled "Highlands County Impact Fee Study," dated September 1, 2006, is hereby approved and adopted by the County and that study is found to be consistent with the Comprehensive Plan of the County.

F. It is anticipated that interlocal agreements will be entered into between Highlands County, the School Board and the participating cities within Highlands County to assist in the imposition and implementation of impact fees within all areas of the County. The applicable interlocal agreements shall provide for the consistent collection and administration of impact fees throughout the County.

G. The required improvements and additions to the County's infrastructure needed to eliminate any existing deficiencies shall be financed by revenue sources other than impact fees.

H. The data set forth in the Impact Fee Study which was employed in the calculation of the Impact Fee rates imposed herein is the most recent and localized data available for the County.

SECTION 1.02. RULES OF CONSTRUCTION.

A. For the purposes of the administration and enforcement of this Ordinance, unless otherwise stated in this Ordinance, the following rules of Construction shall apply:

1. In case of any difference of meaning or implication between the text of this Ordinance and any caption, illustration, summary table, or illustrative table, the text shall control.

2. The word "shall" is always mandatory and not discretionary and the word "may" is permissive.

3. Words used in the present tense shall include the future; and words used in the singular shall include the plural and the plural the singular, unless the

context clearly indicates the contrary; use of the masculine gender shall include the feminine gender.

4. The phrase "used for" includes "arranged for," "designed for," "maintained for," or "occupied for."

5. Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions, or events connected by the conjunction "and," "or" or "either . . . or," the conjunction shall be interpreted as follows:

(a) "And" indicates that all the connected terms, conditions, provisions or events shall apply.

(b) "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.

(c) "Either . . . or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.

6. The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

7. All time periods contained within this Ordinance shall be calculated on a calendar day basis, including Sundays and legal holidays, but excluding the date of the decision in the event of an appeal. In the event the due date falls on a Sunday or legal holiday, the due date shall be extended to the next business day.

B. In calculating the amount due for an Impact Fee levied under this Ordinance and using the rate schedules set forth in Article II herein, the Net Impact Fee

for the appropriate land use category is multiplied by the number of Impact Fee Units contained in the subject proposed Construction.

SECTION 1.03. DEFINITIONS. When used in this Ordinance, the following terms shall have the following meaning, unless the context otherwise clearly requires:

"Accessory Building or Structure" shall mean a detached, subordinate building, the use of which is clearly indicated and related to the use of the principal Building or use of the land and which is located on the same lot as the principal Building or use.

"Adjusted Gross Income" shall mean all wages, assets, regular cash or noncash contributions or gifts from persons outside the household, and other such resources and benefits as may be determined to be income by the U.S. Department of Housing and Urban Development, adjusted for family size, less deductions allowable under Section 62 of the Internal Revenue Code.

"Affordable Housing" shall mean a Dwelling Unit which is offered for sale or rent to Low Income Persons or Very Low Income Persons and which monthly rent or monthly mortgage payments, including taxes, insurance and utilities, do not exceed 30 percent of that amount which represents the percentage of the median annual Adjusted Gross Income for Low Income Persons and Very Low Income Persons in Highlands County.

"Alternative Impact Fee" shall mean any alternative fee calculated by an Applicant and approved as provided either in Section in 2.07(F) or in Section 3.03 of this Ordinance.

"Apartment" shall mean a rental Dwelling Unit located within the same Building as other Dwelling Units.

"Applicant" shall mean the Person who applies for a Building Permit from a Permitting City or the County.

"Board" shall mean the Board of County Commissioners of Highlands County, Florida.

"Building" shall mean any structure, either temporary or permanent, designed or built for the support, enclosure, shelter or protection of persons, chattels or property of any kind, for use either as a dwelling or for a place of any kind of business or commerce. This term shall include trailers, mobile homes or any other vehicles serving in any way the function of a building. This term shall not include temporary Construction sheds or trailers erected to assist in Construction and maintained during the term of a Construction.

"Building Permit" shall mean an official document or certificate issued by the County or a City under the authority of ordinance or law, authorizing the citing of any Building and the commencement of those actions necessary to initiate, implement and complete work to create a Building. "Building Permit" shall also include tie-down permits for those structures or Buildings, such as a Mobile Home, that do not require a Building Permit in order to be constructed.

"Certificate of Occupancy" shall mean the official document or certificate issued by the County or a City under the authority of ordinance or law, authorizing the Construction or occupancy of any Building, or parts thereof, within a Construction. "Certificate of Occupancy" shall also include tie-down permits for those structures or

Buildings, such as a Mobile Home, that do not require a Certificate of Occupancy in order to be occupied.

"Cities" shall mean collectively and individually any or all incorporated municipalities within Highlands County.

"Comprehensive Plan" shall mean the Comprehensive Plan of the County adopted and amended pursuant to Part II, Chapter 163, Florida Statutes, as amended and supplemented, or its successor in function.

"Condominium" shall mean a Dwelling Unit that has at least one other similar unit within the same Building structure. The term "Condominium" includes all fee-simple or titled multi-unit structures, including townhouses and duplexes.

"Construction" shall mean any activity for which the County or a City requires a building permit.

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

"County Administrator" shall mean the chief administrative officer of the County or such person's designee.

"Development" shall mean any man-made change to improved or unimproved real estate, including, but not limited to, Buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of mineral.

"Development Permit" shall mean any Building Permit, Certificate of Occupancy, zoning approval, subdivision approval, rezoning, development order, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

"Dwelling Unit" or **"D.U."** shall mean a Building, or a portion thereof, which is designed for Residential occupancy, consisting of one or more rooms which are arranged, designed or used as living quarters for one family only.

"Encumbered" shall mean moneys committed by contract or purchase order in a manner that obligates the County to extend the Encumbered amount upon delivery of goods, the rendering of services or the conveyance of real property by a vendor, supplier, contractor or Owner.

"Essential Services Personnel" shall mean teachers, educators, police and fire personnel, health care workers, skilled building trades personnel, and disaster essential personnel, the total annual adjusted gross household income of which does not exceed 140% of the median annual Adjusted Gross Income for households within Highlands County, Florida, as reported by the U.S. Department of Housing and Urban Development or its governmental successor in function.

"Housing for Older Persons" shall mean Residential Dwelling Units that (1) are within a community or subdivision that is operated as Housing for Older Persons in compliance with the terms and provisions of the Federal Fair Housing Act, Title VIII of the Civil Rights Acts of 1968, as amended by the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, 42 U.S.C. §§ 3601-19, or its statutory successor in function; and (2) prohibit any person under the age of 18 years of age from residing within any Dwelling Unit on the property as a permanent resident, as evidenced by a recorded declaration of covenants and restrictions that runs with the land and is not subject to revocation or amendment for a period of at least 30 years from the date of recording.

"Impact Fee Construction" shall mean any Construction for which an Impact Fee is owed.

"Impact Fee Study" shall mean the study adopted pursuant to Section 1.04, as amended and supplemented pursuant to Section 3.06 herein.

"Impact Fee Unit" shall mean the unit of measurement in an impact fee schedule set forth in this Ordinance, where the number of Impact Fee Units on proposed Construction are multiplied by the Net Impact Fee to produce the amount of an impact fee to levied on an Impact Fee Construction.

"Low Income Persons" shall mean one or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 80% of the median annual Adjusted Gross Income for households within Highlands County, Florida, as reported by the U.S. Department of Housing and Urban Development or its governmental successor in function.

"M.A.I. Appraiser" shall mean a member of the American Institute of Real Estate Appraisers.

"Mobile Home" shall mean a structure transportable in one (1) or more sections, which structure is eight (8) body feet or more in width and over thirty-five (35) feet in length, and which structure is built on an integral chassis and designed to be used as a Dwelling Unit when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein.

"Moderate Income Persons" shall mean one or more natural persons or a family, the total annual adjusted gross household income of which is less than 120% of the median annual Adjusted Gross Income for households within Highlands County,

Florida, as reported by the U.S. Department of Housing and Urban Development or its governmental successor in function.

"Multi-Family Dwelling Unit" shall mean a Building or a portion of a Building, regardless of ownership, containing more than one Dwelling Unit designed for occupancy by a single family, which units are not customarily offered for rent for one day, and shall include Apartments and Condominiums.

"Net Impact Fee" shall mean the impact fee per Impact Unit as shown in the appropriate column of a table setting out an impact fee schedule. The Net Impact Fee is the number to be multiplied by the numbers of Impact Fee Units in a proposed Construction to derive the actual impact fee due for any particular Construction.

"Non-Residential" includes Commercial land uses as well as any land use or construction not included in the definition of Residential.

"Owner" shall mean the Person holding legal title to the real property upon which Construction is to be built.

"Permitting City" shall mean, individually and collectively, those Cities that undertake the issuance of Development Permits for properties within their jurisdictional boundaries and, therefore, do not rely on the County to perform permitting functions for properties within their municipal boundaries.

"Person" shall mean an individual, a corporation, a partnership, an incorporated association, or any other similar entity.

"Residential" shall mean Multi-Family Dwelling Units, Mobile Homes, Retirement Community/Age-Restricted Single Family dwellings, and Single-Family Detached Houses.

"Retirement Community/Age-Restricted Single Family" shall mean a Residential land use that is also Housing for Older Persons.

"School Board" shall mean the School Board of Highlands County, Florida.

"Single-Family Detached House" shall mean a Dwelling Unit on an individual lot, including a detached house on a lot less than 50 feet wide, such as a zero lot line home and a manufactured home and that is not age restricted as to its occupants.

"Superintendent" shall mean the chief administrative officer of the Public Schools, as elected pursuant to section 1001.46, Florida Statutes.

"Time-Share Property" shall mean the facilities and accommodations offered in a time-share plan that are classified as time-share estates and time-share licenses as those terms are defined in Chapter 721, Florida Statutes.

"Very Low Income Persons" shall mean one or more natural persons or a family, not including students, the total annual adjusted gross household income of which does not exceed 50% of the median annual Adjusted Gross Income for households within Highlands County, Florida, as reported by the U.S. Department of Housing and Urban Development or its governmental successor in function.

"Workforce Housing" shall mean a Dwelling Unit which is offered for sale or rent to Moderate Income Persons or Essential Services Personnel and which monthly rent or monthly mortgage payments, including taxes, insurance and utilities, do not exceed 30 percent of that amount which represents the percentage of the median annual Adjusted Gross Income for Moderate Income Persons and Essential Services Personnel in Highlands County.

SECTION 1.04. ADOPTION OF IMPACT FEE STUDY. The Board hereby adopts and incorporates by reference, the study entitled "Highlands County Impact Fee Study," dated June 20, 2006, hereinafter the "Impact Fee Study," including the assumptions, conclusions and findings in such study as to the determination of anticipated costs to the County and to the Highlands County School Board required to accommodate growth.

ARTICLE II

IMPOSITION OF IMPACT FEES

SECTION 2.01. CORRECTIONAL FACILITY IMPACT FEES.

A. All Residential Construction occurring within the County, both inside and outside incorporated areas of the County, shall pay the Correctional Facilities Impact Fee, as established in this Article.

B. Subject to Section 2.09 herein, on and after the effective date of this Article, all Residential Construction within the County, including Residential Construction inside and outside incorporated municipalities, shall pay impact fees according to the following table:

Correctional Facility Impact Fee Schedule

Land Use	Impact Fee Unit	Net Impact Fee
Residential		
Single Family Detached		
- 0 to 1,500 sf	du	$608.38
- 1,501 to 2,499 sf	du	$684.43
- 2,500 sf or greater	du	$745.27
Multi Family	du	$474.54
Mobile Home Park	du	$389.36
Retirement Community/Age-Restricted Single Family	du	$404.57

C. At least ninety days prior to January 1 of each year following the year this Ordinance becomes effective, the Board shall adopt an Annual Correctional Facility Impact Fee Index Resolution. Such Resolution shall set forth adjusted Correctional Facility Impact Fee rates for the Correctional Facility Impact Fee Land Use Categories reflecting changes in the cost of impact fee components for the upcoming calendar year as calculated using the Correctional Facilities Indexing Application set forth in Article XII and Table XII-5 of the Impact Fee Study.

D. There is hereby established the Correctional Facility Impact Fee Trust Fund. All Correctional Facility Impact Fees collected pursuant to this Ordinance shall be deposited in this fund. Monies in the Correctional Facility Impact Fee Trust Fund may only be used for Correctional Facilities in the manner specific in Section 3.04 herein.

SECTION 2.02. LAW ENFORCEMENT IMPACT FEE.

A. All Residential Construction occurring within the unincorporated areas of the County shall pay the Law Enforcement Impact Fee, as established in this Article.

B. Subject to Section 2.09 herein, on and after the effective date of this Article, all Residential Construction within the unincorporated areas of the County, shall pay the Law Enforcement Impact Fee according to the following table:

Law Enforcement Impact Fee Schedule

Land Use	Impact Fee Unit	Net Impact Fee
Residential		
Single Family Detached		
- 0 to 1,500 sf	du	$205.18
- 1,501 to 2,499 sf	du	$230.43
- 2,500 sf or greater	du	$251.48
Multi Family	du	$154.67
Mobile Home Park	du	$134.68
Retirement Community/Age-Restricted Single Family	du	$135.73

C. At least ninety days prior to January 1 of each year following the year this Ordinance becomes effective, the Board shall adopt an Annual Law Enforcement Impact Fee Index Resolution. Such Resolution shall set forth adjusted Law Enforcement Impact Fee rates for the Law Enforcement Impact Fee Land Use Categories reflecting changes in the cost of impact fee components for the upcoming calendar year as calculated using the Law Enforcement Indexing Application set forth in Article XII and Table XII-6 of the Impact Fee Study.

D. There is hereby established the Law Enforcement Impact Fee Trust Fund. All Law Enforcement Impact Fees collected pursuant to this Ordinance shall be deposited in this fund. Monies in the Law Enforcement Impact Fee Trust Fund may only be used for Law Enforcement purposes in the manner specified in Section 3.04 herein.

SECTION 2.03. FIRE RESCUE IMPACT FEE.

A. All Construction occurring within the unincorporated area of the County and within the Town of Lake Placid shall pay the Fire Rescue Impact Fee as established in this Article.

B. Subject to Section 2.09 herein, on and after the effective date of this Article, all Construction occurring within the unincorporated area of County and all Construction inside the Town of Lake Placid, shall pay the Fire Rescue Impact Fee according to the following table:

Fire Rescue Impact Fee Schedule

Land Use	Impact Fee Unit	Net Impact Fee
Residential		
Single Family Detached		
– 0 to 1,500 sf	du	$619.72
– 1,501 to 2,499 sf	du	$694.44
– 2,500 sf or greater	du	$760.37
Multi Family	du	$479.08
Mobile Home Park	du	$404.36
Retirement Community/Age-Restricted Single Family	du	$413.15
Transient, Assisted, Group		
Hotel/Motel	room	$294.48
Nursing Home/ALF	bed	$421.94
Recreational		
General Recreation/County Park	acre	$87.90
Golf Course	hole	$474.68
Movie Theater with Matinee	screen	$2,628.33
Racquet Club/Health Club/Spa/Dance Studio	1,000sf	$1,358.12
Institutions		
Hospital	1,000sf	$725.21
Church	1,000sf	$250.53
Day Care Center	1,000sf	$391.17
Elementary School	Student	$26.37
Middle School	Student	$30.77
High School	Student	$35.16
Junior/Community College	Student	$26.37
University/College	Student	$57.14
Office		
Office 50,000 SF or less	1,000sf	$734.00
Office 50,001 - 100,000 SF	1,000sf	$566.98
Office 100,001 - 200,000 SF	1,000sf	$483.47
Office 200,001 - 400,000 SF	1,000sf	$413.15
Office greater than 400,000 SF	1,000sf	$351.62
Medical Office/Clinic	1,000sf	$755.97
Business Park	1,000sf	$443.92
Retail, Gross Square Feet		
Specialty Retail	1,000sf	$742.79
Retail 50,000 GSF or less	1,000sf	$1,261.42
Retail 50,001 GSF to 200,000 GSF	1,000sf	$1,028.48
Retail 200,001 GSF to 400,000 GSF	1,000sf	$1,098.80
Retail greater than 400,000 GSF	1,000sf	$940.57
Pharmacy/Drug Store w/ Drive-Thru	1,000sf	$861.46

Land Use	Impact Fee Unit	Net Impact Fee
Home Improvement Superstore	1,000sf	$782.35
Quality Restaurant	1,000sf	$2,997.53
High-Turnover Restaurant	1,000sf	$3,107.41
Fast Food Restaurant w/ Drive-Thru	1,000sf	$3,960.08
Quick Lube	bay	$509.84
Supermarket	1,000sf	$901.02
Gas/Service Station	fuel pos.	$870.25
Convenience Store w/Gas Pumps	1,000sf	$2,637.12
Convenience/Gas/Fast Food	1,000sf	$3,142.57
Auto Repair or Body Shop	1,000sf	$1,296.58
New and Used Car Sales	1,000sf	$751.58
Car Wash	1,000sf	$668.07
Furniture Store	1,000sf	$140.65
Bank/Savings Walk-in	1,000sf	$1,129.57
Bank/Savings Drive-in	1,000sf	$1,041.66
Industrial		
General Industrial/Industrial Park	1,000sf	$303.27
Manufacturing	1,000sf	$219.76
Warehouse	1,000sf	$171.41
Mini-Warehouse	1,000sf	$30.77

B. At least ninety days prior to January 1 of each year following the year this Ordinance becomes effective, the Board shall adopt an Annual Fire Rescue Impact Fee Index Resolution. Such Resolution shall set forth adjusted Fire Rescue Impact Fee rates for the Fire Rescue Impact Fee Land Use Categories reflecting changes in the cost of impact fee components for the upcoming calendar year as calculated using the Fire Rescue Indexing Application set forth in Article XII and Table XII-7 of the Impact Fee Study.

D. There is hereby established the Fire Rescue Impact Fee Trust Fund. All Fire Rescue Impact Fees collected pursuant to this Ordinance shall be deposited in this fund. Monies in the Fire Rescue Impact Fee Trust Fund may only be used for Fire Rescue purposes in the manner specified in Section 3.04 herein.

SECTION 2.04. EMERGENCY MEDICAL SERVICES ("EMS") IMPACT FEE.

A. All Construction occurring within the County, both inside and outside incorporated areas of the County, shall pay the EMS Impact Fee, as established in this Article.

B. Subject to Section 2.09 herein, on and after the effective date of this Article, all Construction within the County, including Construction inside and outside incorporated municipalities, shall pay the EMS Impact Fee according to the following table:

EMS Impact Fee Schedule

Land Use	Impact Fee Unit	Net Impact Fee
Residential		
Single Family Detached		
- Less than 1,500 sf	du	$57.02
- 1,500 to 2,499 sf	du	$64.15
-2,500 sf or greater	du	$69.70
Multi Family	du	$44.35
Mobile Home Park	du	$36.43
Retirement Community/Age-Restricted Single Family	du	$38.02
Transient, Assisted, Group		
Hotel/Motel	room	$26.53
Nursing Home/ALF	bed	$38.02
Recreational		
General Recreation/County Park	acre	$7.92
Golf Course	hole	$42.77
Movie Theater with Matinee	screen	$236.81
Racquet Club/Health Club/Spa/Dance Studio	1,000sf	$122.36
Institutions		
Hospitals	1,000sf	$65.34
Church	1,000sf	$22.57
Day Care Center	1,000sf	$35.24
Elementary School	Student	$2.38
Middle School	Student	$2.77
High School	Student	$3.17
Junior/Community College	Student	$2.38
University/College	Student	$5.15
Office		
Office 50,000 sf or less	1,000sf	$66.13
Office 50,001 - 100,000 sf	1,000sf	$51.08
Office 100,001 - 200,000 sf	1,000sf	$43.56

Land Use	Impact Fee Unit	Net Impact Fee
Office 200,001 - 400,000 sf	1,000sf	$37.22
Office greater than 400,000 sf	1,000sf	$31.68
Medical Office/Clinic	1,000sf	$68.11
Business Park	1,000sf	$40.00
Retail, Gross Square Feet		
Specialty Retail	1,000sf	$66.92
Retail 50, 000 GSF or less	1,000sf	$113.65
Retail 50,001 GSF to 200,000 GSF	1,000sf	$92.66
Retail 200,001 GSF to 400,000 GSF	1,000sf	$99.00
Retail greater than 400,000 GSF	1,000sf	$84.74
Pharmacy/Drug Store w/Drive-Thru	1,000sf	$77.62
Home Improvement Superstore	1,000sf	$70.49
Quality Restaurant	1,000sf	$270.07
High-Turnover Restaurant	1,000sf	$279.97
Fast Food Rest w/Drive-Thru	1,000sf	$356.80
Quick Lube	bay	$45.94
Supermarket	1,000sf	$81.18
Gas/Service Station	fuel pos.	$78.41
Convenience Store w/Gas Pumps	1,000sf	$237.60
Convenience/Gas/ Fast Food	1,000sf	$283.14
Auto Repair or Body Shop	1,000sf	$116.82
New and Used Car Sales	1,000sf	$67.72
Car Wash	1,000sf	$60.19
Furniture Store	1,000sf	$12.67
Bank/Savings Walk-in	1,000sf	$101.77
Bank/Savings Drive-in	1,000sf	$93.85
Industrial		
General Industrial/Industrial Park	1,000sf	$27.32
Manufacturing	1,000sf	$19.80
Warehouse	1,000sf	$15.44
Mini-Warehouse	1,000sf	$2.77

C. At least ninety days prior to January 1 of each year following the year this Ordinance becomes effective, the Board shall adopt an Annual Emergency Medical Services Impact Fee Index Resolution. Such Resolution shall set forth adjusted EMS Impact Fee rates for the EMS Impact Fee Land Use Categories reflecting changes in the cost of impact fee components for the upcoming calendar year as calculated using the EMS Indexing Application set forth in Article XII and Table XII-8 of the Impact Fee Study.

D. There is hereby established the EMS Impact Fee Trust Fund. All EMS Impact Fees collected pursuant to this Ordinance shall be deposited in this fund.

Monies in the EMS Impact Fee Trust Fund may only be used in for EMS purposes in the manner specified in Section 3.04 herein.

SECTION 2.05. LIBRARY IMPACT FEE.

A. All Residential Construction occurring within the County, both inside and outside incorporated areas of the County, shall pay the Library Impact Fee, as established in this Article.

B. Subject to Section 2.09 herein, on and after the effective date of this Article, all Residential Construction within the County, including Construction inside and outside incorporated municipalities, shall pay the Library Impact Fee according to the following table:

Library Impact Fee Schedule

Residential Land Use	Impact Fee Unit	Net Impact Fee
Single Family Detached		
- Less than 1, 500 sf	du	$217.44
- 1,500 to 2,499 sf	du	$244.62
- 2,500 and greater	du	$266.36
Multi-Family	du	$169.60
Mobile Home Park	du	$139.16
Retirement Community/Age-Restricted Single Family	du	$144.60

C. At least ninety days prior to January 1 of each year following the year this Ordinance becomes effective, the Board shall adopt an Annual Library Impact Fee Index Resolution. Such Resolution shall set forth adjusted Library Impact Fee rates for the Library Impact Fee Land Use Categories reflecting changes in the cost of impact fee components for the upcoming calendar year as calculated using the Library Indexing Application set forth in Article XII and Table XII-9 of the Impact Fee Study.

D. There is hereby established the Library Impact Fee Trust Fund. All Library Impact Fees collected pursuant to this Ordinance shall be deposited in this fund. Monies in the Library Impact Fee Trust Fund may only be used for the County Library system in the manner specified in Section 3.04 herein.

SECTION 2.06. PARKS AND RECREATION IMPACT FEE.

A. All Residential Construction occurring within the County, both inside and outside incorporated areas of the County, shall pay the Parks and Recreation Impact Fee, as established in this Article.

B. Subject to Section 2.09 herein, on and after the effective date of this Article, all Residential Construction within the County, including Construction inside and outside incorporated municipalities, shall pay the Parks and Recreation Impact Fee according to the following table:

Parks and Recreation Impact Fee Schedule

Land Use	Impact Fee Unit	Net Impact Fee
Single Family Detached		
- Less than 1,500 sf	du	$672.98
- 1,500 to 2,499 sf	du	$757.10
- 2,500 sf and greater	du	$824.40
Multi-Family	du	$524.92
Mobile Home Park	du	$430.71
Retirement Community/Age-Restricted Single Family	du	$447.53

C. The county is hereby divided into three Parks and Recreation Impact Fee Benefit Districts ("PRIFBD"), whose borders are defined in Map VIII-1 of the Impact Fee Study. The three districts are the Avon Park District, the Sebring District, and the Lake Placid District.

D. At least ninety days prior to January 1 of each year following the year this Ordinance becomes effective, the Board shall adopt an Annual Parks and Recreation

Impact Fee Index Resolution. Such Resolution shall set forth adjusted Parks and Recreation Impact Fee rates for the Parks and Recreation Impact Fee Land Use Categories reflecting changes in the cost of impact fee components for the upcoming calendar year as calculated using the Parks and Recreation Indexing Application set forth in Article XII and Table XII-10 of the Impact Fee Study.

E. There is hereby established the Parks and Recreation Impact Fee Trust Fund. All Parks and Recreation Impact Fees collected pursuant to this Ordinance shall be deposited in this fund. Within this Trust Fund are hereby established three accounts, the Avon Park Account, the Sebring Account, and the Lake Placid Account, corresponding to the three PRIFBD. Parks and Recreation Impact Fees collected in each PRIFBD must be deposited in the corresponding account and may only be used within the PRIFBD from which collected for Parks and Recreation purposes and only in the manner prescribed in Section 3.04 herein, subject to Section 2.06(F) herein.

F. Funds from one account within the Parks and Recreation Impact Fee Trust Fund may be used for park purposes in another PRIFD where (1) the County Administrator demonstrates and makes written findings supporting (a) that the park purpose for which the funds are proposed to be used is attributable to demand generated in the PRIFD from which account the monies are to be used and (b) that the proposed park purpose will benefit the PRIFD from whose account monies are taken, and (2) the Board adopts a resolution incorporating the County Administrator's findings.

SECTION 2.07. EDUCATION FACILITIES IMPACT FEE.

A. In addition to the findings in Section 1.01 and definitions set forth in Section 1.03 of this Ordinance, the Board hereby makes these additional findings

Impact Fee Index Resolution. Such Resolution shall set forth adjusted Parks and Recreation Impact Fee rates for the Parks and Recreation Impact Fee Land Use Categories reflecting changes in the cost of impact fee components for the upcoming calendar year as calculated using the Parks and Recreation Indexing Application set forth in Article XII and Table XII-10 of the Impact Fee Study.

E. There is hereby established the Parks and Recreation Impact Fee Trust Fund. All Parks and Recreation Impact Fees collected pursuant to this Ordinance shall be deposited in this fund. Within this Trust Fund are hereby established three accounts, the Avon Park Account, the Sebring Account, and the Lake Placid Account, corresponding to the three PRIFBD. Parks and Recreation Impact Fees collected in each PRIFBD must be deposited in the corresponding account and may only be used within the PRIFBD from which collected for Parks and Recreation purposes and only in the manner prescribed in Section 3.04 herein, subject to Section 2.06(F) herein.

F. Funds from one account within the Parks and Recreation Impact Fee Trust Fund may be used for park purposes in another PRIFD where (1) the County Administrator demonstrates and makes written findings supporting (a) that the park purpose for which the funds are proposed to be used is attributable to demand generated in the PRIFD from which account the monies are to be used and (b) that the proposed park purpose will benefit the PRIFD from whose account monies are taken, and (2) the Board adopts a resolution incorporating the County Administrator's findings.

SECTION 2.07. EDUCATION FACILITIES IMPACT FEE.

A. In addition to the findings in Section 1.01 and definitions set forth in Section 1.03 of this Ordinance, the Board hereby makes these additional findings

concerning the need for Educational Facilities Impact Fees and modifies a definition for use as to Educational Facilities Impact Fees.

1. Pursuant to section 1013.33, Florida Statutes, the School Board and the County are required to coordinate the planning of Educational Facilities with the planning of Construction and the providing of other necessary services. Moreover, section 1013.33(10), Florida Statutes, requires Educational Facilities to be consistent with the Comprehensive Plan.

2. The requirement of the donation of a school site as a condition of approval of a development phase is intended to provide adequate land for school facilities needed by the contemplated residential development approved and such exaction bears a rational nexus to such need.

3. The requirement for the dedication of a school site as a condition of development approval is a reasonable requirement permitting the landowner to engage in the business of subdividing land.

4. The imposition of a school impact fee countywide is a rational regulation of growth to ensure that the school facilities needed by growth are provided on a timely basis to accommodate new residential development.

5. Determination of the amount of a school impact fee credit for a donated school site that was required as a condition of development approval by an appraisal methodology based on the fair market value of the donated site if developed and used not as a school site but in a manner consistent with other parcels as approved within the development ignores the regulatory consequence that the development was permitted only if such donation was made. As a consequence, such donated land

would never receive the enhanced value resulting from the development approval precisely because its use was limited to a school site. Such appraisal methodology also undermines the regulation of growth by diminishing the fair share contribution of residentially developed parcels within the development to fund the capital improvements needed to accommodate growth under the methodology used to develop the Impact Fee Study.

6. Under the methodology used to develop the Impact Fee Study, granting a school impact fee credit for the value of donated land for a school site within a development in excess of the land valuation standard set forth adopted in Section 2.07(I)(7) diminishes the fair share contribution needed from residential units within a development to fund the capital improvements needed to accommodate growth caused by the development when compared to other residential units.

7. The State of Florida now requires school districts to have financially feasible capital improvement element and Impact Fees are the best means to assist the School District in achieving financial feasibility.

8. The term "Dwelling Unit," for purposes of this Section 2.07 and the Educational Facilities Impact Fee, does not include Time Share or Assisted Living Facilities.

B. This Article also establishes the procedures to be followed to apply for an Alternative Impact Fee Calculation for the Education Facilities Impact Fee, provides for an exemption from the Education Facilities Impact Fee for Housing for Older Persons, and specifies the methodology to value land offered to the School District as a credit for the Education Facilities Impact Fee.

C. All Residential Construction occurring within the County, both inside and outside incorporated areas of the County, shall pay the Education Facilities Impact Fee, as established in this Article.

D. Subject to Section 2.09 herein, on and after the effective date of this Article, all Residential Construction within the County, including Construction inside and outside incorporated municipalities, shall pay the Education Facilities Impact Fee according to the following table:

School Impact Fee Schedule

Residential Land Use	Impact Fee Unit	Net Impact Fee
Single Family Detached		
Less than 1,500 square feet	du	$5,176
1,500 - 2,499 square feet	du	$5,801
Greater than 2,500 square feet	du	$6,292
Multi-family	du	$3,748
Mobile-Home	du	$4,440

E. At least ninety days prior to January 1 of each year following the year this Ordinance becomes effective, the Board shall adopt an Annual Education Facilities Impact Fee Index Resolution. Such Resolution shall set forth adjusted Education Facilities Impact Fee rates for the Education Facilities Impact Fee Land Use Categories reflecting changes in the cost of impact fee components for the upcoming calendar year as calculated using the Schools Indexing Application set forth in Article XII and Table XII-12 of the Impact Fee Study.

F. There is hereby established the Education Facilities Impact Fee Trust Fund. All Education Facilities Impact Fees collected pursuant to this Ordinance shall be deposited in this fund. Monies in the Education Facilities Impact Fee Trust Fund

may only be used for Educational Facilities in the manner specified in Section 3.04 herein.

G. Notwithstanding the provisions of Section 4.01 herein, the following standards govern the application and consideration for Alternative Impact Fee Calculations for the Educational Facilities Impact Fee:

1. In the event an Applicant believes that the impact to the Education Facilities necessitated by Residential Construction is less than the fee established in this Section 2.07, such Applicant may, prior to issuance of a Building Permit for such Residential Construction, submit a calculation of an Alternative Education Facilities Impact Fee. Consistent with the Florida case law requirements for a valid Education Facilities Impact Fee and the mandate for the provision of a uniform system of free public schools in Article IX, section 1, Florida Constitution, any determination of a lesser impact to the school system necessitated by Residential Construction under the Alternative Education Facilities Impact Fee calculation process provided in this subsection shall not be based on the projected or current use of the Residential Construction but shall solely be based on a consideration that the permanent physical characteristics or limitations of the Dwelling Units within the Residential Construction will generate less students initially and during their useful life than the student generation assumptions utilized in the Impact Fee Study.

2. The proposed Alternative Education Facilities Impact Fee shall be submitted to the County which, after consultation with the Superintendent, shall review the calculations and mail a written determination to the Applicant within sixty (60)

calendar days of submittal as to whether such calculation complies with the requirements of this Section.

3. If the County, after consultation with the Superintendent, determines that the data, information and assumptions utilized by the Applicant to calculate the Alternative Education Facilities Impact Fee complied with the requirements of this Section and that the calculation of the Alternative Education Facilities Impact Fee was by a generally accepted methodology, then the Alternative Education Facilities Impact Fee shall be paid in lieu of the fee set forth in this Section 2.07. The Applicant shall present the written determination approving the Alternative Education Facilities Impact Fee at the time of payment of the Education Facilities Impact Fee. Copies of the written determination shall be provided to the governing entity which would issue the subject Building Permit.

4. If the County, after consultation with the Superintendent, determines that the data, information and assumptions utilized by the Applicant to calculate the Alternative Education Facilities Impact Fee do not comply with the requirements of this Section or that the calculation of the Alternative Education Facilities Impact Fee was not by a generally accepted methodology, then the Alternative Education Facilities Impact Fee shall be rejected. Such rejection shall be in writing and set forth the reasons therefore and shall be provided to the Applicant by certified mail. The Applicant shall have thirty (30) calendar days from the receipt of written notification of rejection to request an appeal of the rejection pursuant to the provisions of this subsection.

5. An appeal of any determination regarding the Alternative Impact Fee shall be conducted in accordance with the provisions of Section 4.05, herein. Any denial of a proposal or application for an Alternative Impact Fee under this Section 2.07 shall be considered a denial by the County and not the School District, and shall not be considered Final Agency Action of the School District to trigger any rights under Chapter 120, Florida Statutes.

H. In addition to any exemption available under Section 4.01 herein, Residential Construction that qualifies as Housing for Older Persons shall be exempt from payment of the Education Facilities Impact Fee as provided in this subsection:

1. Any Person seeking a Housing for Older Persons exemption shall file with the County Administrator an Application for Exemption prior to receiving a Building Permit for the proposed Residential Construction. The Application for Exemption shall contain the following:

(a) The name and address of the Owner;

(b) The legal description of the Residential Construction;

(c) Evidence that the Residential Construction is within a community or subdivision that is operated as Housing for Older Persons in compliance with the terms and provisions of the Federal Fair Housing Act, Title VIII of the Civil Rights Acts of 1968, as amended by the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, 42 U.S.C. §§ 3601-19, or its statutory successor in function; and

(d) A copy of the recorded declaration of covenants and restrictions that run with the land, cannot be revoked or amended for a period of at least

30 years from recording, and that prohibit any person under the age of 18 years of age from residing within any Dwelling Unit on the property as a permanent resident.

2. If the Residential Construction meets the requirements for a Housing for Older Persons exemption, the County Administrator shall issue an exemption. The exemption shall be presented in lieu of payment of the Education Facilities Impact Fee.

3. The amount of the Education Facilities Impact Fee shall not be increased to replace any revenue lost due to the Housing for Older Persons Exemption.

4. In the event the recorded declaration of covenants and restrictions is breached or otherwise modified within the 30-year period following recording such that persons under the age of 18 are allowed to reside as permanent residents in any Residential Dwelling Unit receiving a Housing for Older Persons exemption, the Education Facilities Impact Fee in effect at the time of the change in circumstances shall be due immediately and collected by any method available to the County for collecting monies owed to it.

5. If the County Administrator determines that the proposed Residential Construction does not meet the requirements for a Housing for Older Persons exemption, the Applicant or Owner shall have the right to a review hearing as provided in Section 4.05 herein.

I. In addition to any provision contained in Section 4.01 herein, a credit shall be granted against the Education Facilities Impact Fee imposed by this Section 2.07 for the donation of a parcel of land reasonably useful to the School District, or for the construction of an improvement or addition to the Education Facilities that is required

pursuant to a Development Permit or made voluntarily in connection with Residential Construction. Such donations or constructions shall be subject to the approval and acceptance of the County Administrator after consultation with the Superintendent. No credit shall be given for the donation of land or construction unless such property is conveyed, in fee simple, to the School Board without consideration.

1. Prior to issuance of a Building Permit the Applicant shall submit a proposed plan for donations, improvements, or contributions to the Education Facilities to the County Administrator. The proposed plan shall include:

(a) a designation of the Residential Construction for which the plan is being submitted;

(b) a legal description of any land proposed to be donated and a written appraisal prepared in conformity with Section 2.07(I)(7) of this Ordinance;

(c) a list of the contemplated contributions, improvements, or donation to the Education Facilities and an estimate of the proposed construction costs certified by a professional architect or engineer; and

(d) a proposed time schedule for completion of the proposed plan; and

(e) a certification that the Applicant has consulted with the Superintendent and has verified that the proposed donation, improvement, or contribution is or is not included in the School Board's capital improvement plan, the adopted Public Schools Facility Element of the County's Comprehensive Plan, or equivalent binding planning document.

2. Within ten (10) days after receipt, the County Administrator shall forward the proposed plan to the Superintendent for review and recommendation. The Superintendent shall provide a recommendation to the County Administrator within thirty (30) days of receipt. After reviewing the Superintendent's recommendation, the County Administrator shall approve or deny the proposed plan in accordance with subsection (4) of this Section and, if approved, establish the amount of credit in accordance with Section 2.07(I)(7) of this Ordinance. The County Administrator shall issue a decision within sixty (60) days after the filing of the proposed plan.

3. In reviewing the proposed plan, the County Administrator shall determine in consultation with the Superintendent:

(a) if such proposed plan is in conformity with contemplated improvements and additions to the School Board's capitol improvement plan, the adopted Public Schools Facility Element of the County's Comprehensive Plan, or equivalent binding planning document, and if not, whether the proposed plan should be included in the same;

(b) if the proposed donation of land and construction by the Applicant is consistent with the public interest; and

(c) if the proposed time schedule is consistent with the School Board's capital improvement program for the Education Facilities.

4. If a proposed plan is approved for credit by the County Administrator after consultation with the Superintendent, the Applicant or Owner, the Board, and the School Board shall enter into a credit agreement which shall provide for

the timing of the action to be taken by the Applicant and the obligations and responsibilities of the Applicant, including, but not limited to:

(a) The timing of actions to be taken by the Applicant and the obligations and responsibilities of the Applicant, including, but not limited to, the construction standards and requirements to be complied with;

(b) The obligations and responsibilities of the Board and School Board, including but not limited to inspection of the project; and

(c) The amount of the credit as determined in accordance with Sections 2.07(G) and 2.07(I) herein.

5. A credit for the donation of land shall be granted at such time as the property which is the subject of the donation has been conveyed to and accepted by the School Board. A credit for the construction of an improvement or addition to the Education Facilities shall be granted at such time as the construction is completed, approved and accepted by the School Board. The administration of said contribution credits shall be the responsibility of the Superintendent after said credits have been approved by the County Administrator.

6. Any Applicant or Owner who submits a proposed plan pursuant to this Section and desires the immediate issuance of a Building Permit prior to approval of the proposed plan shall pay the applicable Education Facilities Impact Fee pursuant to this Section 2.07. Any difference between the amount paid and the amount due, should the County Administrator approve and accept the proposed plan, shall be refunded to the Applicant or Owner. The administration of such refunds shall be the responsibility of the Superintendent.

7. The amount of the school impact fee credit granted under this Section 2.07 for any donation of land and construction provided in a plan approved under this Section 2.07 shall be determined as provided in this subsection. The value of donated land shall be based upon a written appraisal prepared by an M.A.I. Appraiser who was selected from a list of approved appraisers provided by the School Board and paid by the person seeking the credit, and who used generally accepted appraisal techniques. The valuation standard utilized by the M.A.I. Appraiser shall be the fair market value of the donated land as unimproved property prior to the development approval requiring the donation with its highest and best use being determined without any consideration of any enhanced value of the donated land resulting from approval by the County of the residential development with respect to which the land donation constituted a condition of development approval. Such market value shall be determined as of the submission date of the plan to the County Administrator.

SECTION 2.08. TRANSPORTATION IMPACT FEE.

A. All Construction occurring within the County, both inside and outside incorporated areas of the County, shall pay the Transportation Impact Fee, as established in this Article.

B. The County is hereby divided into three Transportation Impact Fee Benefit Districts ("TIFBD"), whose borders are defined in Map F-1 of the Impact Fee Study. The three districts are the Avon Park District, the Sebring District, and the Lake Placid District.

C. Subject to Section 2.09 herein, on and after the effective date of this Article, all Construction within the County, including Construction inside and outside

7. The amount of the school impact fee credit granted under this Section 2.07 for any donation of land and construction provided in a plan approved under this Section 2.07 shall be determined as provided in this subsection. The value of donated land shall be based upon a written appraisal prepared by an M.A.I. Appraiser who was selected from a list of approved appraisers provided by the School Board and paid by the person seeking the credit, and who used generally accepted appraisal techniques. The valuation standard utilized by the M.A.I. Appraiser shall be the fair market value of the donated land as unimproved property prior to the development approval requiring the donation with its highest and best use being determined without any consideration of any enhanced value of the donated land resulting from approval by the County of the residential development with respect to which the land donation constituted a condition of development approval. Such market value shall be determined as of the submission date of the plan to the County Administrator.

SECTION 2.08. TRANSPORTATION IMPACT FEE.

A. All Construction occurring within the County, both inside and outside incorporated areas of the County, shall pay the Transportation Impact Fee, as established in this Article.

B. The County is hereby divided into three Transportation Impact Fee Benefit Districts ("TIFBD"), whose borders are defined in Map F-1 of the Impact Fee Study. The three districts are the Avon Park District, the Sebring District, and the Lake Placid District.

C. Subject to Section 2.09 herein, on and after the effective date of this Article, all Construction within the County, including Construction inside and outside

incorporated municipalities, shall pay the Transportation Impact Fee according to the following table:

Transportation Impact Fee Schedule

ITE LUC	Land Use	Impact Fee Unit	Net Impact Fee
Residential			
210	Single Family (Detached)		
	0 to 1,500 sf	du	$4,886
	1,501 to 2,499 sf	du	$6,594
	2,500 sf and greater	du	$7,718
220	Multi-Family	du	$4,678
240	Mobile Home Park	du	$3,019
250	Retirement Community/Age-Restricted Single Family	du	$2,104
Lodging			
310	Hotel	room	$4,884
320	Motel	room	$2,621
Recreation			
412	General Recreation/County Park	acre	$1,243
430	Golf Course	hole	$33,016
444	Movie Theater w/Matinee	screen	$28,520
492	Racquet Club/Health Spa	1,000sf	$18,705
Institutions			
610	Hospital	1,000sf	$9,721
560	Church	1,000sf	$4,480
620	Nursing Home	bed	$791
565	Day Care Center	1,000sf	$15,086
520	Elementary School	student	$618
522	Middle School	student	$878
530	High School	student	$935
540	Junior/Community College	student	$1,059
550	University/College	student	$2,097
Office			
710	50,000 SF or less	1,000sf	$12,380
710	50,001 - 100,000 SF	1,000sf	$9,613
710	100,001 - 200,000 SF	1,000sf	$8,197
710	200,001 - 400,000 SF	1,000sf	$6,983
710	Greater than 400,000 SF	1,000sf	$5,960
720	Medical Office/Clinic	1,000sf	$24,840
770	Business Park	1,000sf	$8,788
Retail			
814	Specialty Retail	1,000sf	$20,207
820	Retail		
820	50,000 GSF or less	1,000sf	$12,153
820	50,001 - 200,000 GSF	1,000sf	$9,821
820	200,001 - 400,000 GSF	1,000sf	$9,691

ITE LUC	Land Use	Impact Fee Unit	Net Impact Fee
820	Greater than 400,000 GSF	1,000sf	$9,428
881	Pharmacy/Drug Store	1,000sf	$9,096
862	Home Improvement Superstore	1,000sf	$12,582
931	Quality Restaurant	1,000sf	$30,350
932	High Turnover Restaurant	1,000sf	$40,158
934	Fast Food Restaurant w/Drive-Thru	1,000sf	$100,808
941	Quick Lube	service bays	$14,324
850	Supermarket	1,000sf	$16,763
944	Gas/Service Station	veh fuel pos	$10,123
853	Convenience Store with Gas Pumps	1,000sf	$50,802
N/A	Convenience Store with gas and fast food	1,000sf	$113,803
942	Auto Repair or Body Shop	1,000sf	$10,921
841	New/Used Auto Sales	1,000sf	$16,844
948	Car Wash	1,000sf	$8,370
890	Furniture Store	1,000sf	$2,352
911	Bank/Savings Walk-In	1,000sf	$24,974
912	Bank/Savings Drive-In	1,000sf	$44,926
Industry			
110	General Industrial/Industrial Park	1,000sf	$4,663
140	Manufacturing	1,000sf	$2,551
150	Warehouse	1,000sf	$3,316
151	Mini-Warehouse	1,000sf	$1,252

D. At least ninety days prior to January 1 of each year following the year this Ordinance becomes effective, the Board shall adopt an Annual Transportation Impact Fee Index Resolution. Such Resolution shall set forth adjusted Transportation Impact Fee rates for the Transportation Impact Fee Land Use Categories reflecting changes in the cost of impact fee components for the upcoming calendar year as calculated using the Transportation Indexing Application set forth in Article XII and Table XII-13 of the Impact Fee Study.

E. 1. There is hereby established the Transportation Impact Fee Trust Fund. All Transportation Impact Fees collected pursuant to this Ordinance shall be deposited in this fund. Within this Trust Fund are hereby established three accounts, the Avon Park Account, the Sebring Account, and the Lake Placid Account,

corresponding to the three TIFBD. Subject to this Section 2.08(E), Monies in each account must be segregated from monies in any other account. Transportation Impact Fees collected in each TIFBD must be deposited in the corresponding account and may only be used within the TIFBD from which collected only for Transportation purposes and only in the manner prescribed in Section 3.04 herein.

2. Proceeds in an account for one TIFBD may be used for Transportation purposes in another TIFBD where (1) the County Administrator demonstrates and makes written findings supporting (a) that the transportation purpose for which the funds are proposed to be used is attributable to demand generated in the TIFBD from which account the monies are to be used, and (b) that the proposed transportation purpose will benefit the impact-generating land within the TIFBD from whose account monies are taken, or is of such a nature as to benefit the impact-generating land within the County as a whole and (2) the Board adopts a resolution incorporating the County Administrator's findings.

F. 1. Any Person who believes that the trip characteristic assumptions applied in the Impact Fee Study for a particular Land Use in the Transportation Impact Fee schedule incorporated in this Section 2.08 projects higher trips than that occurring within the County for such Land Use may file with the County Administrator a request to perform a locally derived trip characteristic study for the property uses within the Land Use identified in the request.

2. Such alternative trip characteristic study shall meet the criteria for an Alternative Impact Fee Calculation established in Section 3.03 herein. In addition, the trip rate, trip length, and percent of new trips used in the locally derived trip

characteristic study shall be based on actual surveys conducted in Highlands County. In the absence of like impact-generating land development activity in Highlands County, the County Administrator or his designee may allow the Person undertaking the locally derived trip characteristic study to use a like impact-generating land development activity in an area outside of Highlands County, provided that the proposed study site has similar demographic characteristics as the location in Highlands County.

3. The request to perform an alternative trip characteristic study shall: identify the Person selected to perform the study and provide their statement of qualifications specifying their planning and/or engineering experience with similar projects; describe the scope of the alternative trip characteristic study to be performed in sufficient detail to allow the County Administrator to determine its reliability and conformity with the Impact Fee Study; and provide an estimate of the study cost in the event an impact fee credit for the cost of the study is sought under the conditions provided in this subsection. Prior to the commencement of the study, the County Administrator shall approve the request in writing as conforming to the requirements of this subsection.

4. If, upon the completion of the alternative trip characteristic study and a determination by the County Administrator that the study was performed in conformity with the requirements of this subsection, it is determined that the property uses in the land use that was the subject of the study generates less impact than assumed in the Impact Fee Study, the Transportation Impact Fee rate for such classification shall be adjusted to reflect the application of the locally derived trip characteristic conclusions documented in the study. Any request for an impact fee

credit to an Applicant for an alternative trip characteristic study must be filed with the County Administrator no later than January 1, 2008.

5. A credit may be granted against an impact fee imposed under this Section 2.08 for an alternative trip characteristic study if, prior to conducting that study, the Person requesting to perform that study and the County enter into a credit agreement which, at a minimum, identifies the parties, identifies the Person selected to perform the study, describes the scope of the study to be performed in sufficient detail to establish its reliability and conformity with the Impact Fee Study, requires that the study include not less than three sites acceptable to the County and identified in the agreement, establishes by exhibit and appropriate references the procedural and technical requirements for the study, and establishes the amount of the credit which shall be granted against the Transportation Impact Fee imposed under this Section 2.08, based upon the cost of the study. No credit against the impact fee imposed under this Section 2.08 shall be granted unless the County Administrator determines that the alternative trip characteristic study was performed in conformity with the requirements of that agreement and this subsection and that the property uses in the land use that was the subject of the study generates less impact than assumed in the Impact Fee Study. The credit granted against the Transportation Impact Fee pursuant to this subsection shall not exceed $30,000.00 for any alternative trip characteristic study.

SECTION 2.09. SCHEDULE. The impact fees imposed under this Article shall become effective at the following times and in the following rates:

A. For the Education Facility Impact Fee imposed pursuant to Section 2.07 herein, the impact fee shall be imposed effective January 1, 2007, at a rate 50% of the

rate adopted in this Ordinance, subject to any adjustments in the impact fee rates made as a result of a Resolution changing the impact fee amounts set forth herein.

B. For the impact fees imposed pursuant to Sections 2.01-2.06 and 2.08 herein, the impact fee shall be imposed effective January 1, 2007, at a rate 25% of the rate adopted in this Ordinance, subject to any adjustments in the impact fee rates made as a result of a Resolution changing the impact fee amounts set forth herein.

ARTICLE III

ADMINISTRATION

SECTION 3.01. PAYMENT.

A. Except as otherwise provided in this Ordinance, an Applicant shall pay any impact fee imposed pursuant to the Ordinance as follows:

1. If the Construction is located within the unincorporated area of the County, or within the municipal boundaries of a City in which the County has the responsibility for the issuance of Building Permits, the impact fee shall be paid to and collected by the County prior to the issuance of a Building Permit.

2. If the Construction is located within the municipal boundaries of an incorporated municipality, the impact fee shall be paid to and collected by the entity issuing the Building Permit prior to the issuance of a Building Permit.

B. The payment of any Impact Fee shall be in addition to all other fees, charges or assessments due for the issuance of a Building Permit, including any other impact fees due.

C. The obligation to pay an impact fee shall run with the land.

rate adopted in this Ordinance, subject to any adjustments in the impact fee rates made as a result of a Resolution changing the impact fee amounts set forth herein.

B. For the impact fees imposed pursuant to Sections 2.01-2.06 and 2.08 herein, the impact fee shall be imposed effective January 1, 2007, at a rate 25% of the rate adopted in this Ordinance, subject to any adjustments in the impact fee rates made as a result of a Resolution changing the impact fee amounts set forth herein.

ARTICLE III

ADMINISTRATION

SECTION 3.01. PAYMENT.

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1. If the Construction is located within the unincorporated area of the County, or within the municipal boundaries of a City in which the County has the responsibility for the issuance of Building Permits, the impact fee shall be paid to and collected by the County prior to the issuance of a Building Permit.

2. If the Construction is located within the municipal boundaries of an incorporated municipality, the impact fee shall be paid to and collected by the entity issuing the Building Permit prior to the issuance of a Building Permit.

B. The payment of any Impact Fee shall be in addition to all other fees, charges or assessments due for the issuance of a Building Permit, including any other impact fees due.

C. The obligation to pay an impact fee shall run with the land.

D. In the event that an impact fee is paid prior to the issuance of a Building Permit and that Building Permit expires prior to completion of the Construction for which it was issued, the Applicant may, within ninety (90) days after the expiration of the Building Permit, apply for a refund of the impact fee. Failure to timely apply for a refund of the impact fee shall waive any right to a refund.

1. The application for refund shall be filed with the County Administrator and contain the following:

(a) The name and address of the Applicant;

(b) The location of the property which was the subject of the Building Permit;

(c) The date the impact fee was paid;

(d) A copy of the receipt of payment for the impact fee; and

(e) The date the Building Permit was issued and the date of expiration.

2. After verifying that the Building Permit has expired and that the Construction has not been completed, the County Administrator shall refund the impact fee paid.

3. A Building Permit which is subsequently issued for Construction on the same property which was the subject of a refund shall pay the impact fee as required by this Ordinance.

SECTION 3.02. INDIVIDUAL CALCULATION OF IMPACT FEES.

A. In the event Impact Fee Construction involves a land use not contemplated within the land use categories set forth in the Impact Fee Study, the

County Administrator shall determine the impact to be generated by the proposed Impact Fee Construction and shall calculate the appropriate Impact Fees utilizing the methodology contained in the Impact Fee Study. The County Administrator shall utilize as a standard in this determination the impact assumed in the most similar land use category or any other generally accepted standard source of planning and cost impact analysis.

B. In the event an Impact Fee Construction involves more than one land use Category, the County Administrator shall calculate the Impact Fee based upon the impact to be generated by each separate land use category included in the proposed Impact Fee Construction.

SECTION 3.03. ALTERNATIVE IMPACT FEE CALCULATION FOR NON-EDUCATION FACILITY IMPACT FEES.

A. This Section 3.03 governs alternative impact fee calculations for Impact Fees not imposed under Section 2.07 of this Ordinance.

B. In the event an Applicant believes that the impact upon, and demand for, the infrastructure for which an impact fee is imposed under this Ordinance, attributed to the Applicant's Construction, is less than the impact established in the Impact Fee Study and the fees imposed pursuant to any section in Article II of this Ordinance, such Applicant may, prior to issuance of a Building Permit for such Construction, file an Alternative Impact Fee Study with the County Administrator. The County Administrator shall review the alternative calculations and make a determination within thirty (30) days of submittal as to whether such calculations comply with the requirements of this Section.

G. An Applicant who submits a proposed Alternative Impact Fee pursuant to this Section and desires the issuance of a Building Permit prior to the resolution of a pending Alternative Impact Fee shall pay the applicable Impact Fee prior to or at the time said Applicant desires the Building Permit. Said payment shall be deemed paid "under protest" and shall not be construed a waiver of any rights. If the Impact Fee from an approved Alternative Impact Fee calculation is less than the amount determined by the applicable adopted impact fee schedule set forth in Article II herein, the difference shall be refunded to the Applicant or Owner.

SECTION 3.04. USE OF MONIES.

A. Impact fees shall, upon receipt by the County, be deposited in separate trust funds established and maintained by the County and established as provided in Article II for each impact fee imposed. Each such Trust Fund shall be maintained separate and apart from all other accounts of the County.

B. The monies deposited into any Impact Fee Trust Account shall be used solely for the purpose of providing growth-necessitated capital improvements in the specific impact fee program area for which fees were paid relating to the purposes set forth herein, including, but not limited to:

1. Land acquisition, including any cost of acquisition;

2. Fees for professional services, including but not limited to architecture, engineering, impact fee studies and their updates, surveying, landscaping, soils and material testing, legal, appraisals, and Construction management;

3. Design and Construction documents;

4. Site development and on--site and off--site improvements incidental to the Construction thereto;

5. Any permitting or application fees necessary for the Construction;

6. Design and Construction of any government physical plant, building or road;

7. Design and Construction of drainage facilities required by the Construction of any government physical plant, building or road;

8. Relocating utilities required by the Construction of any government physical plant, building or road;

9. Repayment of monies borrowed from any budgetary fund of the County which were used to fund growth necessitated capital improvements to any government physical plant, building or road as provided herein; and

10. Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the County to fund growth-necessitated improvements and additions subsequent to the effective date of this Ordinance.

C. The moneys deposited into any Impact Fee Trust Account shall be used solely to provide capital improvements necessitated by growth and shall not be used for any expenditure that would be classified as a maintenance or repair expense.

D. Any impact fee funds on deposit which are not immediately necessary for expenditure shall be invested by the County. All income derived from such investments shall be deposited in the applicable Impact Fee Trust Account and used as provided herein.

E. The impact fees collected under the authority of this Ordinance shall be returned to the then current Owner of the property on behalf of which the impact fees were paid, if those fees have not been expended or encumbered prior to the end of the fiscal year immediately following the sixth anniversary of the date upon which such fees were paid. Refunds shall be made only in accordance with the following procedure:

1. The then present Owner shall petition the County Administrator for the refund within six (6) months following the end of the calendar quarter immediately following six (6) years from the date on which the fee was received.

2. The petition for refund shall be submitted to the County Administrator and shall contain:

(a) A notarized sworn statement that the petitioner is the present Owner of the property on behalf of which the impact fee was paid;

(b) A copy of the dated receipt issued for payment of the impact fee or such other record as would evidence payment; and

(c) A certified copy of the latest recorded deed or a copy of the most recent ad valorem tax bill.

3. Within ninety (90) days from the date of receipt of a petition for refund, the County Administrator will advise the petitioner and the Board of the status of the impact fee requested for refund, and if such impact fee has not been expended or Encumbered within the applicable time period, then it shall be returned to the petitioner. For the purposes of this Section, impact fees collected shall be deemed to be spent or Encumbered on the basis of the first fee collected shall be the first fee expended in the applicable impact fee category.

SECTION 3.05. PAYMENT BY INSTALLMENTS.

A. Any person required to pay an Impact Fee imposed under Article II of this Ordinance upon Non-Residential Construction when the Impact Fee amount due is in the amount of $100,000 or greater may pay such Impact Fee in installments under the terms and conditions set forth in this Section.

B. In consideration for paying the Impact Fee in installments, an Applicant must execute a binding and enforceable agreement with the County under which:

1. The Owner acknowledges indebtedness for the entire impact fee; and

2. The payment schedule and rate of interest due on each installment payment is defined which rate of interest shall be the prevailing prime interest rate established for commercial lenders within the County; and

3. The Owner waives the Owner's rights to a refund under Section 3.04(F) herein; and

4. The Owner acknowledges the right of the County to record a judgment or to take measures available to any private party to enforce such a debt; and

5. The Owner acknowledges that the unpaid amount of the Impact Fee constitutes a lien against the property and not merely the improvements thereto.

C. The Agreement shall be recorded in the public records of Highlands County and shall constitute a lien against the real property on which the Impact Fee Construction is located. Such lien shall have priority over all other liens except for taxes and other governmental liens and assessments.

D. Subject to the requirements of this Section 3.05, the Impact Fee may be repaid in such installments and over such period of time (not to exceed five years) as may be mutually agreed upon by the Owner and the County.

SECTION 3.06. ACCOUNTING AND REPORTING OF IMPACT FEES. The revenues realized from impact fees imposed pursuant to Article II of this Ordinance shall be identified in the County's budget as a separate account required by section 163.31801(3)(b), Florida Statutes (2006). The County shall maintain adequate records to justify all expenditures from any Impact Fee Trust Fund and any accounts established within such Trust Fund. The County shall prepare an annual report reflecting the collection and expenditures during the previous year of the Impact Fees imposed pursuant to Article II of this Ordinance.

SECTION 3.07. NOTICE REQUIREMENTS FOR INDEXING RESOLUTIONS. At least ten calendar days prior to consideration by the Board of one or more resolutions implementing an indexing adjustment for one or more impact fees imposed pursuant to this Ordinance, the County shall publish notice of the intention of the Board to consider such resolution or resolutions in a newspaper of general circulation within the County. Such notice shall identify the impact fee or fees to be indexed and the amount of the proposed adjustment to each impact fee.

SECTION 3.08. ADMINISTRATIVE CHARGES. The County may retain up to one percent (1%) of all Impact Fees received or the actual costs of collection, whichever is less, as an administrative fee to defray the costs of administering the Impact Fees levied pursuant to this Ordinance.

ARTICLE IV

MISCELLANEOUS PROVISIONS

SECTION 4.01. EXEMPTIONS. The following shall be exempted from payment of any impact fees:

A. Alterations or expansion of an existing Dwelling Unit where no additional Dwelling Units are created and the expansion does not increase the size of the existing Dwelling Unit to a larger square foot impact fee category.

B. The Construction of Accessory Buildings or Structures which will not create additional Dwelling Units or increase the size of an existing Dwelling Unit to a larger square foot impact fee category.

C. The replacement of a Dwelling Unit where no additional Dwelling Units are created, the replacement Dwelling Unit is in the same square foot impact fee category as the previous Dwelling Unit, and the previous and replacement Dwelling Units are located on the same lot. Such replacement must occur within five (5) years of the date the previous Dwelling Unit was previously occupied.

D. The issuance of a tie-down permit for a Mobile Home on which the applicable impact fee has previously been paid for the lot upon which the Mobile Home is to be situated.

E. Government-owned Construction.

F. Any Residential Construction that qualifies as Affordable Housing and meets the following requirements:

1. Any Person seeking an Affordable Housing exemption for an Owner-occupied Residential Construction shall file with the County Administrator an

Application for Exemption prior to receiving a Building Permit for the proposed Residential Construction. The Application for Exemption shall contain the following:

(a) The name and address of the Owner;

(b) The legal description of the Residential Construction;

(c) The proposed selling price of the Residential Construction;

(d) Evidence that the Residential Construction shall be occupied by Low Income Persons or Very Low Income Persons;

(e) Evidence that the Residential Construction shall be occupied as the legal homestead of the Owner; and

(f) An original fully executed and recordable lien upon the Residential Construction that contains a clause requiring the payment of the Impact Fees in effect at any time the Residential Construction fails to satisfy the Affordable Housing requirements provided herein if such failure occurs during the thirty (30) year period from the date of the issuance of a Certificate of Occupancy.

2. Any Person seeking an Affordable Housing exemption for rental Residential Construction located within a qualifying multi-family rental project shall file with the County Administrator an Application for Exemption prior to receiving a Building Permit for the proposed Residential Construction. The Application for Exemption shall contain the following:

(a) The name and address of the Owner;

(b) The legal description of the Residential Construction;

(c) The proposed rental rates;

(d) Evidence that the Residential Construction shall be occupied by Low Income Persons or Very Low Income Persons; and

(e) Evidence that the Residential Construction is part of a multi-family project, which is funded by a governmental affordable housing program.

(f) An original fully executed and recordable lien upon the Residential Construction that contains a clause requiring the payment of the Impact Fees in effect at any time the Residential Construction fails to satisfy the Affordable Housing requirements provided herein if such failure occurs during the thirty (30) year period from the date of the issuance of a Certificate of Occupancy.

3. If the Residential Construction meets the requirements for an Affordable Housing exemption, the County Administrator shall issue an exemption. The exemption shall be presented in lieu of payment of the Impact Fee.

4. At the time the Affordable Housing exemption is granted by the County Administrator, the County shall record an Impact Fee lien against the property that includes a clause requiring payment of Impact Fees in effect at the time the Residential Construction fails to satisfy the Affordable Housing requirements provided herein, if that failure occurs during the thirty year period following the issuance of the Certificate of Occupancy. Such liens shall have priority over all other liens except for taxes and governmental liens and assessments.

5. In the event the Residential Dwelling Unit fails to satisfy the Affordable Housing requirements provided herein during the 30 year period following the issuance of the Certificate of Occupancy such that the property no longer qualifies as Affordable Housing and is no longer occupied by Low Income Persons or Very Low

Income Persons, the Impact Fees in effect at the time of the change in circumstances shall be immediately due and payable.

SECTION 4.02. CHANGES IN SIZE AND USE. Impact fees shall be imposed and calculated for the alteration, expansion or replacement of a Building or Dwelling Unit or the Construction of an Accessory Building if the alteration, expansion or replacement of the Building or Dwelling Unit or the Construction of an Accessory Building results in a land use determined to increase the number of Dwelling Units or the expansion of any Building or Dwelling Unit to a larger square foot impact fee category or the demand for the service or infrastructure for which the impact fee has been imposed. The impact fee imposed shall be the impact fee imposed under this Ordinance for the Building, or Accessory Building after Construction, alteration, expansion or replacement, less the impact fee that would be imposed for the Building type prior to such alteration, expansion, replacement or Construction.

SECTION 4.03. ALTERNATIVE COLLECTION METHODS. In the event an impact fee is not paid prior to the issuance of a Building Permit for the affected Construction, the impact fee shall be collected at the issuance of the Certificate of Occupancy. In the event the impact fee is not paid prior to the issuance of a Certificate of Occupancy for the affected Construction, the impact fee shall be collected by any other method which is authorized by law, unless, otherwise exempted pursuant to this Ordinance.

SECTION 4.04. DEVELOPER CONTRIBUTION CREDITS.

A. Subject to the terms and conditions of this Section 4.04, a credit shall be granted against an impact fee imposed under Article II of this Ordinance for the value

of a donation of money, a parcel of land reasonably useful to the County, or provision or construction of a growth-necessitated capital improvement in the specific impact fee program contemplated to be provided by the impact fee for which the credit is requested whether such dedication, construction or provision is required pursuant to a Development Permit or made voluntarily in connection with Construction. All donations, provisions or constructions shall be subject to the approval and acceptance of the County Administrator. No credit shall be given for the donation of money or land or the provision or construction of a growth-necessitated capital improvement unless such property is conveyed, in fee simple to the County without consideration, after approval and acceptance by the County Administrator and after such donation of land or provision or construction of a growth-necessitated capital improvement is included as a project in the Capital Improvement Element of the County's Comprehensive Plan.

B. Prior to issuance of a Building Permit, the Applicant shall submit a proposed plan for donations or contributions to the County Administrator. The proposed plan shall include:

1. a designation of the Construction for which the plan is being submitted;

2. a legal description of any land proposed to be donated and a written appraisal;

3. a list of the contemplated contributions to the County and an estimate of the proposed Construction costs certified by a professional architect or engineer; and

4. a proposed time schedule for completion of the proposed plan.

C. The County Administrator shall approve or deny the proposed plan in accordance with subsection (D) of this Section and, if approved, establish the amount of credit in accordance with subsection (E) of this Section. The County Administrator shall issue a decision within sixty (60) days after the filing of the proposed plan.

D. In reviewing the proposed plan, the County Administrator shall determine:

1. if such proposed plan is in conformity with contemplated improvements and additions in the Comprehensive Plan's capital improvement element;

2. if the proposed donation of land or money or provision or construction of a growth-necessitated capital improvement by the Applicant is consistent with the public interest;

3. if the proposed time schedule is consistent with the capital improvement program for the particular infrastructure demand for which the impact fee has been levied.

E. If a proposed plan is approved for credit by the County Administrator, the Applicant or Owner and the County shall enter into a credit agreement which shall provide for the timing of the action to be taken by the Applicant or Owner and the obligations and responsibilities of the Applicant or Owner, including, but not limited to:

1. The timing of actions to be taken by the Applicant or Owner and the obligations and responsibilities of the Applicant or Owner, including, but not limited to, the Construction standards and requirements to be complied with;

2. The obligations and responsibilities of the Board, including but not limited to inspection of the project; and

3. The amount of the credit.

F. A credit for the donation of land or money shall be granted at such time as the property which is the subject of the donation has been conveyed to and accepted by the County. A credit for the provision or construction of a growth-necessitated capital improvement shall be granted at such time as the capital improvement is completed, approved and accepted by the County. The administration of said contribution credits shall be the responsibility of the County Administrator.

G. Any Applicant or Owner who submits a proposed plan pursuant to this Section and desires the immediate issuance of a Building Permit prior to approval of the proposed plan shall pay the applicable impact fee pursuant to Article II. Any difference between the amount paid and the amount due, should the County Administrator approve and accept the proposed plan, shall be refunded to the Applicant or Owner. The administration of such refunds shall be the responsibility of the County Administrator. No refunds may be granted except as provided in this subsection.

H. The provisions of this Section 4.04 shall not apply to credits against impact fees imposed under Section 2.07 of this Ordinance.

SECTION 4.05. REVIEW HEARINGS.

A. Except as otherwise provided in Section 2.07 of this Ordinance, an Applicant or Owner who is required to pay an impact fee pursuant to Article II of this Ordinance, shall have the right to request a review hearing pursuant to this Section 4.05 herein.

B. Such review shall include but not be limited to the review of the following:

1. The application of the impact fee to the Applicant or Owner's Construction.

2. Denial of an Alternative Impact Fee.

3. Denial of an exemption pursuant to Section 4.01 herein.

4. Any dispute concerning an application for credits pursuant to Section 4.04 herein.

C. Except as otherwise provided in this Ordinance, such review shall be requested by the Applicant or Owner within thirty (30) days of written notice after the event sought to be reviewed.

D. The request for review shall be filed with the County Administrator and shall contain the following:

1. The name and address of the Applicant and Owner;

2. The legal description of the property in question;

3. If issued, the date the Building Permit was issued;

4. If paid, the date the applicable impact fee was paid; and

5. A statement of the reasons why the Applicant or owner is requesting the hearing.

E. Upon receipt of such request, including all the elements required pursuant to this Ordinance, the County Administrator or his designee shall review the request, and within 30 days of the receipt of the complete request, approve or deny the request. If the Applicant or Owner making the request disagrees with the determination of the County Administrator or his designee, the Applicant or Owner may appeal such decision to the Board.

F. Upon receipt of such appeal, a hearing shall be scheduled before the Board at a regularly scheduled meeting or a special meeting called for the purpose of

conducting the hearing and shall provide the Applicant and Owner written notice of the time and place of the hearing. Such hearing shall be held within sixty (60) days of the date the appeal was filed. The record of such appeal shall consist only of those materials submitted to the County Administrator or his designee and the written decision being appealed.

G. Such hearing shall be conducted in a manner designed to obtain all information and evidence relevant to the requested hearing. Formal rules of civil procedure and evidence shall not be applicable; however, the hearing shall be conducted in a fair and impartial manner with each party having an opportunity to be heard and to present information and evidence. A determination shall be in writing and issued within thirty (30) days of the hearing to the Applicant, Owner and governmental entity responsible for issuing the applicable Building Permit.

H. Any Applicant or Owner who requests a hearing pursuant to this Section and desires the immediate issuance of a Building Permit or who has been issued a Building Permit without the payment of the applicable impact fee, shall, prior to or at the time the request for hearing is filed, pay the applicable impact fee. That payment shall be deemed paid "under protest" and shall not be construed as a waiver of any review rights.

I. An Applicant or Owner may request a hearing under this Section without paying the applicable impact fee but no Building Permit shall be issued until such impact fee is paid in the amount initially calculated or the amount approved upon completion of the review provided in this Section.

SECTION 4.06. REVIEW REQUIREMENT. This Ordinance shall be reviewed by the County at least once every three (3) years from the date this Ordinance is adopted. The initial and each subsequent review shall consider, but not be limited to, all components of the Impact Fee Study accepted in Section 1.04 herein. Said review shall also include detailed analyses of the economic impacts of this Ordinance. The purpose of this review is to demonstrate and assure that no impact fee exceeds reasonably anticipated costs associated with growth necessitated capital improvements. In the event the review of the Ordinance, or the Impact Fee Study, required by this Section alters or changes the assumptions, conclusions and findings of the Impact Fee Study accepted by reference in Section 1.04 herein then the Impact Fee Study shall be amended and updated to reflect the assumptions, conclusions and findings of such reviews and any impact fee imposed based on such component of the Impact Fee Study shall be amended in accordance therewith.

SECTION 4.07. CREATION OF ECONOMIC DEVELOPMENT FUND.

A. It is hereby found, ascertained and declared that:

1. The imposition of impact fees may place the County in a non-competitive position with other local governments that have chosen not to require future growth to contribute its fair share of needed capital improvements and thus hinder efforts by the County and the community to encourage economic development opportunities within the County and to create permanent employment expansion opportunities for its citizens; and

2. The creation of an economic development trust fund funded from an annual appropriation of County General Fund revenue and taxes measured by a

percentage of projected impact fee collections for targeted economic development will facilitate the provision of economic development incentives to mitigate any real or perceived disadvantage occurring from the imposition of impact fees in the manner directed by the County by resolution or stated policy.

B. There is hereby created within the General Fund Budget of the County an "Economic Development Activity Trust Fund" to be funded by an annual transfer to the Trust Fund from revenues and taxes available in the County General Fund. The amount of the annual Trust Fund transfer shall be such amount as appropriated by the County for the Trust Fund for each County budget year. The amounts on deposit in the Economic Development Activity Trust Fund shall be appropriated to provide for the creation and maintenance of the Economic Development Program within the County based upon qualifying criteria within an economic development program established by subsequent resolution.

SECTION 4.08. CREATION OF AFFORDABLE AND WORKFORCE HOUSING TRUST FUND. There is hereby created within the General Fund Budget of the County an "Affordable and Workforce Housing Trust Fund" to be funded by an annual transfer to the Trust Fund from revenues and taxes available in the County General Fund. The amount of the annual Trust Fund transfer shall be such amount as appropriated by the County for the Trust Fund for each County budget year. The amounts on deposit in the Affordable and Workforce Housing Trust Fund shall be appropriated to provide for the creation and maintenance of Affordable and Workforce Housing within the County based upon qualifying criteria within an Affordable and Workforce Housing program established by subsequent resolution.

SECTION 4.09. DECLARATION OF EXCLUSION FROM ADMINISTRATIVE PROCEDURES ACT. Nothing contained in this Ordinance shall be construed or interpreted to include the County in the definition of agency contained in section 120.52, Florida Statutes, or to otherwise subject the County to the application of the Administrative Procedures Act, Chapter 120, Florida Statutes.

SECTION 4.10. SEVERABILITY. If any clause, section or provision of this Ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of this Ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 4.11. EFFECTIVE DATE. A certified copy of this Ordinance shall be filed in the Department of State by the Clerk of the Board within ten (10) days after enactment by the Board and shall take effect on January 1, 2007.

SECTION 4.12. INCLUSION IN THE CODE. It is the intention of the Board of County Commissioners and it is hereby provided that the provisions of this Ordinance shall be made a part of the Code of Ordinances, Highlands County, Florida; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "Ordinance" may be changed to "section," "article," or other appropriate designation.

DULY ADOPTED in regular session, this 5th day of September, 2006.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

BY: _____
Robert F. Bullard, Chairman

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEAL

L.E. "Luke" Brooker

(SEAL)

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sep 5, 2024

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 9, 2024.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal Long Range update092624.SGS.docx

LONG RANGE ATTORNEY LOG

***Bolded/underlined language identifies updates*

Priority	Matter	Notes
N/A	Employee Manual revision	Revisions were approved/adopted in July 2024. Additional revisions are expected to be completed within the next 6 months.
1	Hospital sale issues	At the last capital district meeting, it was decided to readvertise the RFP. Recently heard from Bert Harris that Hospital District will be hiring a consultant with experience working with Florida Agency for Healthcare Administration.
2, 7	Annexation issues with all cities (enclaves and roads)	The County's Interlocal Service Boundary Response Resolution has been sent out. The County recently received a response Resolution from Lake Placid; however, have not heard from either District. We also have not heard from Avon Park regarding coordination of meetings.
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	Agreement is complete and we are awaiting agenda item for Board approval.
N/A	Revision to organization of Advisory Board and Committees	Draft and planning stages – we are planning on presenting to the Board the second meeting of October and will be bringing updated Ordinances/Resolution in batches thereafter.
2,7	Joint Planning agreement with cities	This will likely be merged into our ISBA negotiations.
N/A	Update of all County policies which are not codified in a manual	
1	CentralSquare software Interlocal agreement with the Clerk's office	The Interlocal Agreement has been provided to the Clerk's office. The Clerk has requested a meeting to discuss further before bringing the final Agreement to the Board
N/A	Purchasing Policy revisions	
N/A	County Administrator Evaluation Survey	Survey Completed and uploaded into the system. The plan is to have the survey sent to the Directors for anonymous submission by October 1

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report.**

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER:	**James D. Langford, P.E., County Engineer** **Melony Culpepper, Project Manager – Transportation**
SUBJECT/TITLE:	**Change Order 2, to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the new Traffic Operations building, Project No.: 19007, was executed by the County Engineer on September 12, 2024.**

STATEMENT OF ISSUE

Pursuant to Section 8.03 of the Agreement between Highlands County and EO Koch Construction, Co., dated September 7, 2023, for the construction of the new Traffic Operations building, Project No.: 19007, the County Engineer has authority to approve minor changes in the agreement, which do not involve an extension of the contract time, and which are not inconsistent with the intent of the construction documents. The Contractor recently requested to use 10" crushed concrete in lieu of 6" compacted optional base course and 8" compacted type B stabilization. The County Engineer determined that the requested change is appropriate because the structural integrity will not be compromised, nor will there be a change in cost to the County.

RECOMMENDED ACTION

None. This is being used for informational purposes only.

FISCAL IMPACT

No fiscal impact.

Attachments: Change Order 2 Approved.pdf
Change Order 2 RFI 3.pdf

E.O. KOCH CONSTRUCTION

REQUEST FOR CHANGE ORDER

Owner	Highlands County Board of County Commissioners
Project	Traffic Operations Building
Project Address	4500 Kenilworth Blvd
Date	**9/11/24**
Engineer	J.D. Langford, P.E. 505 S. Commerce Ave. Sebring, FL 33870
Contractor	E. O. Koch Construction Co., 1417 Swank Avenue, Sebring FL 33870
Reference	Crushed Concrete RFI 3

Reference
RFI 03
Changing the schedule of values line items 9 & 12 to one line item of 10" crushed concrete

This Change order request is requesting to remove items "OPTIONAL BASE COURSE (BASE GROUP 8), 6" COMPACTED THICKNESS" and "TYPE B STABILIZATION (8" COMPACTED THICKNESS)", and replace them with one line item consisting of 10" of crushed concrete.

Under the guidance of RFI 3, Koch Construction will be installing 10" of crushed concrete in place of the original 6" base course material and 8" type B stabilization.

This change order does not affect the total contract price and does not require additional days.

Thank you,

Aaron Nadaskay
Vice President

☑ APPROVED
☐ APPROVED AS NOTED
☐ DISAPPROVED

J D Langford

County Engineer

Date Sep 12, 2024

REQUEST FOR INFORMATION

Owner	Highlands County Board of County Commissioners
Project	Traffic Operations Building
Date	May 8, 2024
Engineer	CMHM Architects
Contractor	E. O. Koch Construction Co., 1417 Swank Avenue, Sebring FL 33870 Project 802
Item	Base Material
RFI Number	03

Question The plans show 8” subbase and 6” base material under the asphalt pavement. Can 10” of crushed Concrete be used in lieu?

Response Would using 10” of crushed concrete in lieu of 8” subbase and 6” base material be a cost savings to the County?

GC Response There could not be a cost saving by using 10” of crushed concrete in lieu of 8” subbase and 6” base material. It will reduce the quantity of export material to be removed from the site.

Response Based on the FDOT Flexible Pavement Manual, Table 5.4 the current structural numbers (SN) for the base and stabilized subgrade would be:

8”x 0.08 = 0.64 + 6”x 0.18 = 1.08 = 1.72

Proposed material:

Recycled Concrete Aggregate

10” x 0.18 = 1.80

So based on SN calcs, this would be acceptable to use in lieu.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 1, 2024

PRESENTER:

SUBJECT/TITLE: Board payables from October 1-14, 2024

Attachments: