HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, October 15, 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

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Recognition of Promotions for Chief of Training Brett Hogan to Deputy Chief and Battalion Chief Kenneth Fritz to Division Chief on October 7, 2024.*
Public Safety Director/Fire Chief James K. Duppenthaler
there is no fiscal impact
Promotion.pdf

6.B *Request approval of a Proclamation designating November 2024 as Veterans Appreciation Month.*
Denise Williams, CVSO
No fiscal impact
VETERAN'S DAY PROCLAMATION 2024.pdf

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request consideration of waiver of fees and damage deposit for Armament Inc. for the Sound of Freedom five-day talent showfundraiser at the O.S. "Sam" Polston Auditorium and Conference Room at the Bert J. Harris Agri Civic Center.*
Brandon Gunn, Parks & Facilities Director
The fiscal impact would be a loss in revenue to 005 Fund (General) account 3475300 (Civic Center) in the amount of $1,350.00.
Armament Inc. Request.pdf
Armament Inc. Flyer.pdf

8.B *Request approval of a NewEvent Tourist Development Grant for Hurricane Junior Golf Tour tournaments in Highlands County.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant

There is no fiscal impact to Fund 152 (Tourist Development) or the overall budget as there are funds budgeted in FY24/25 for marketing said event. The Hurricane Junior Golf Tour Visit Sebring Spring and Fall Junior Opens are eligible for $18,200.00 from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).
HJGT New Event Grant Contract (2024.10.04).signed.pdf

8.C *Request to write-off remainder of invoice regarding asphalt damage to Cloverleaf Bypass in Lake Placid.*
Kristina Fyfe - Risk Management/Human Resources Specialist
The Fiscal impact is $109.17 and will affect fund 110 - Transportation Trust.
Photo of damaged street.jpg
mmt9211182119.pdf

8.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.*
James D. Langford, P.E., County Engineer
Melony Culpepper, AICP, Project Manager - Transportation
There is a fiscal impact of $10,785.91 to the project account 4102A/56200Z/19007. However, there are funds in the overall project budget to cover this Amendment; therefore, the net fiscal impact is $0.00.
22-013 Amendment 2 New Traffic Ops Bldg.pdf
Change Order Request.pdf

8.E *Request to waive the Landfill Tipping Fees for Highlands County Ag-Venture, Inc., November 12 through November 14, 2024*
Robert A. Diefendorf., Jr., E.I. Assistant to the Critical Infrastructure Director
Landfill staff estimates that the Highlands County Ag-Venture. Inc., event will generate approximately three (3) tons of waste at a cost of $45.00 per ton for a total of $135.00 to be waived. The figures are based upon Highlands County Ag-Venture's estimate of One (1) 20-yard dumpster for the event.
Ag Venture request 2024.pdf
Highlands County Ag-Venture Inc - Waived Tipping fees.pdf

8.F *Request approval of Budget Amendment 24-25-007 to adjust the Property Appraiser budgeted funding for FY 24/25.*
David Nitz, OMB Manager
The fiscal impact of $5,456.00 to Fund 005 (General) is actually a transfer from cost center 9990 (Budgetary Expenditures 005), account 59900 (Reserve for Contingency) to cost center 2211 (Property Appraiser), account 54900 (Other Charges/Obligations) with a net fiscal impact of $0.00.
24-25-007 Property Appraiser Salary Adjustment (BA).pdf
24-25-007 Property Appraiser Salary Adjustment (Reserve).pdf

8.G *Request approval of Agreement between Highlands County and VisionFirst Advisors*
Laurie Hurner
$55,000
Vision First Advisors BCC Highlands County Contract.pdf

8.H *Request approval of the Agreement with Dolney Law, PLLC, for Code Enforcement Special Magistrate Services*
Beverly Singley, Code Enforcement Administrator
The fiscal impact will remain the same for the next two fiscal years, with the hourly rate of $175.00 per hour. For the following three years, the agreed upon rate will be $200.00 and hour. The cost will come from cost center 6306, account 53400.
Special Magistrate Agreement 2024.pdf

8.I *Request adoption of Resolution 24-25-009 for Budget Amendment 24-25-006 to add additional funds to the Lake June-in-Winter Catfish Creek Best Managment Practice Project 21062.*
Dawn Ritter, Natural Resources Manager
The fiscal impact is an increase to Fund 005 (General) and the overall budget for FY24/25 in the amount of $241,082.50 in cost center 6303 (Natural Resources), and project 21062 (Lake June-in-Winter Cat Fish Creek Best Management Practices).
24-25-006 Proj 21062 Lk June Catfish Creek BMPs Add'l Funding (BA).pdf
24-25-006R Proj 21062 Lk June Catfish Creek BMPs Add'l Funding (Resolution).pdf

8.J *Request approval of Amendment 3 to the Agreement between Highlands County and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection Services.*
Robert A. Diefendorf, Jr., E.I., Assistant to the Critical Infrastructure Director
There is currently $44,000.00 budgeted in FY 24/25 in Cost Center 4210 (Refuse Disposal System), Account 53117 (Hazardous Waste) for these services.
Copy of Clean harbors signed amend. 3.pdf

8.K *Request approval for the Interlocal Agreement between Highlands County and Spring Lake Improvement District*
Jonathan Harrison, Road & Bridge Director
The Fiscal Impact is $25,178.16 from the Transportation Trust Fund (Fund 110)/Cost Center 4106/Account 54900.
Spring Lake - Highlands County Interlocal Agreement.pdf

8.L *Request adoption of Resolution 24-25-011 for Budget Amendment 23-24-187 to clean up Hospital District (FY21-22) funding in Project 21080 and to appropriate Hospital District (FY22-23) funding in Project 22050.*
David Nitz, OMB Manager
The fiscal impact is a decrease to Fund 155 (Hospital District) in the amount of $2,107.93 to Project 21080 (Hospital District Board 21-22) and an increase to Fund 155 in the amount of $38,000.00 to Project 22050 (Hospital District Board 22-23), cost center 1155 (Hospital District), account 51200Z (Project Regular Salaries) for a net fiscal impact of $35,892.07 increase.
23-24-187 Projs 21080_ 22050 Hospital Distict Allocation (BA).pdf
23-24-187R Projs 21080_22050 Hospital District Allocation (Resolution).pdf

8.M *Request approval of Budget Amendment 23-24-188 for FY 23/24 cost center cleanup for budgets exceeded.*
David Nitz, OMB Manager
The fiscal impact of $165,000.00 is a realignment to the following funds (amounts): Fund 005 General ($14,000.00), Fund 110 Transportation Trust ($150,000.00), and Fund 152 Tourist Development Trust ($1,000.00) totaling $165,000.00.

23-24-188 Cost Center Cleanup #4 (BA).pdf

8.N *Request approval of the Amendment 2, to the Agreement with Roper, Townsend & Sutphen, P.A., to recognize the name change of the firm.*
Sherry G. Sutphen, County Attorney
N/A
Amendment 2.Highlands and RTS PA.SGS.pdf

8.O *Request approval of the 2025 board meeting schedule.*
County Administrator Laurie Hurner

2025 Schedule of Board Meetings.docx

9 COMMITTEE ASSIGNMENTS:

9.A *Request the appointment of Carolyn Morrison, nominated by the Town of Lake Placid, as a regular voting member to the Highlands County Recreation & Parks Advisory Board.*
Brandon Gunn, Parks & Facilities Director
There is no fiscal impact.
ToLP Carolyn Morrison.pdf

10 PUBLIC HEARING

10.A *Public Hearing to consider approval of Medfleet, LLC dba ATI Ambulance application for a Class 1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN).*
Deputy Chief Dustin Fitch
There is no fiscal impact
Application 1.pdf
Class 1.pdf
Class 2 and 3.pdf
COI.pdf
NOTICE OF PUBLIC HEARING.pdf

10.B *Public hearing to consider adoption of P&Z Hearing No. 2166, changing the zoning designation for an approximate 10.41- acre parcel from Business District (B-3) to Business District with a Planned Development (B-3 PD)*
Cyndie Kramer, Planning & Zoning Manager
There is no fiscal impact.
Staff Report P&Z 2166 for BCC Bisram.pdf
P&Z 2166 - Resolution.sgs.pdf
P&Z 2166 Application.pdf

10.C *Public hearing to consider adoption of P&Z Hearing No. 2167, changing the zoning designation for an approximate 26.84 acres from Agricultural District (AU) to Multiple-Family Dwelling including Motel and Hotel District (R-3), and for an approximate 12.50 acres from Agricultural District (AU) to Limited Business District (B-2)*
Cyndie Kramer, Planning & Zoning Manager

There is no fiscal impact.
Staff Report P&Z 2167 for BCC Goodfellas.pdf
Resolution P&Z 2167A - Goodfellas.SGS.pdf
Resolution P&Z 2167B - Goodfellas.SGS.pdf
P&Z 2167 Application.pdf

10.D *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.
P&Z 2161 Staff Report for BCC Adoption.pdf
Ordinance No. 24-25-01.rev.per.SGS.pdf
Ordinance Business Impact form.pdf

10.E *Request adoption of Ordinance No.: 24-25-02, amending the Highlands County Code of Ordinances, Chapter 2, Administration, Article VIII, Appointments.*
Sherry G. Sutphen, County Attorney
No fiscal impact.
Ordinance Amending Boards Committees Code (2024.10.01).sgs.docx

11 ACTION AGENDA

11.A *Request adoption of Resolution 24-25-008 for Budget Amendment 24-25-005 to roll available project balances forward that were not included in the budget process and to correct a couple project budget errors.*
David Nitz, OMB Manager
Valerie Fleeger, Sr. Budget Analyst
The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $2,659,516.42 due to rolling forward several projects. Also in Fund 151, several projects are being decreased in the amount of $334,493.08 in order to adjust the rolled balances to actual as of yearend for a net fiscal impact increase of $2,325,023.34.

In addition, Project Fund Balance Forward was budgeted incorrectly in Fund 110 and Fund 151 for Project 17023 in the amount of $7,091.00 in each fund which is being reversed and then correctly being budgeted in Fund 005 for this same project. The net effect is $0.00 for each fund.
24-25-005 RB Proj Roll_CFS Realignment_Budget Error Corrections (BA).pdf
24-25-005R RB Proj Roll_CFS Realignment_Budget Error Corrections (Resolution).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 update100824.SGS.pdf

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 *Board payables from October 15, 2024 - November 4, 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 15, 2024

PRESENTER: **Public Safety Director/Fire Chief James K. Duppenthaler**

SUBJECT/TITLE: **Recognition of Promotions for Chief of Training Brett Hogan to Deputy Chief and Battalion Chief Kenneth Fritz to Division Chief on October 7, 2024.**

STATEMENT OF ISSUE

Highlands County Fire Rescue has continued the practice of encouraging all team members to gain additional knowledge, skills, and abilities. Thus, surpassing expectations and contributing to the success of the department Public Safety is confident that they both will continue to excel in the new rolls.

RECOMMENDED ACTION

Recognition of Promotions for Chief of Training Brett Hogan to Deputy Chief and Battalion Chief Kenneth Fritz to Division Chief on October 7, 2024.

FISCAL IMPACT

there is no fiscal impact

Attachments: Promotion.pdf

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

The Highlands County Fire Rescue Department is proud to announce the promotion of two department members to fill officer vacancies left by the recent promotions of former Division Chief Fitch and Deputy Chief Duppenthaler. Both command staff promotions occurred on August 6th, 2024.

This next wave of promotions reflects the department's succession plan to ensure we continue forward without missing a step. Each has gained knowledge skills and abilities throughout their careers. Thus, surpassing expectations and contributing to the success of the department. I am confident that they will continue to excel in their new roles. The following promotions will be effective October 7th, 2024:

Chief of Training Brett Hogan has been promoted to the rank of Deputy Chief. Deputy Chief Hogan is a long-standing member of the department and has served the citizens and visitors of Highlands County in many different roles.

- Volunteer Firefighter
- OPS FF/EMT
- Emergency Manager Coordinator
- Fire Service Supervisor
- FF/EMT Battalion Chief
- FF/Medic Battalion Chief
- As mentioned, Chief of Training

Battalion Chief Kenneth Fritz has been promoted to the rank of Division Chief. Division Chief Fritz joined the Highlands County Fire Rescue department during the inception of the Highlands County Fire Rescue consolidation process. Division Chief Fritz also served a public safety role in Hardee County.

- Firefighter/EMT
- Fire Firefighter/Medic
- Lieutenant FF/Medic
- As mentioned, FF/Medic Battalion Chief

The newly promoted firefighters will be formally pinned by their family and friends at the Highlands County Board of County Commissioner meeting on October 15th, 2024.

Sincerely,

J. Kelly Duppenthaler
Public safety Director/Fire Chief

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 15, 2024

PRESENTER: **Denise Williams, CVSO**

SUBJECT/TITLE: **Request approval of a Proclamation designating November 2024 as Veterans Appreciation Month.**

STATEMENT OF ISSUE

The people of Highlands County, Florida have great admiration and the utmost gratitude for all the men and women who selflessly served their country and this county in the armed forces. The men and women who serve in the United States Armed Forces, as well as the families who support them, embody the dedication, sacrifice, and commitment that are truly commendable. Recognizing and appreciating their efforts is an important part of honoring the values and ideals that America stands for.

RECOMMENDED ACTION

Move to approve the proclamation designating November 2024 as Veterans Appreciation Month.

FISCAL IMPACT

No fiscal impact

Attachments: VETERAN'S DAY PROCLAMATION 2024.pdf

HIGHLANDS COUNTY

VETERANS APPRECIATION MONTH

NOVEMBER 2024

` **WHEREAS,** the people of Highlands County, Florida have great admiration and the utmost gratitude for all the men and women who selflessly served their country and this county in the armed forces; and

WHEREAS, veterans have paid the high price for freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices or the men and women from Highlands County who served in the Armed Forces have held a vital role in maintaining the freedoms and the way of life enjoyed by our citizens; and

WHEREAS, in 1947, Raymond Weeks played a crucial role in advocating for a national holiday to honor all veterans. His efforts led to the establishment of Veterans Day as a federal holiday in the United States to recognize and honor veterans of all wars, not just World War I.

WHEREAS, Veterans Day has been observed on November 11th each year to honor and express gratitude to all military veterans for their service and sacrifice. It is an important day to acknowledge and remember the contributions of those who have served in the armed forces.

WHEREAS, our veterans and military families do so much and ask for little. They are strong and adaptable, changing course to accommodate the needs of our country, often foregoing personal wishes. The men and women who serve in the United States Armed Forces, as well as the families who support them, embody the dedication, sacrifice, and commitment that are truly commendable. Recognizing and appreciating their efforts is an important part of honoring the values and ideals that America stands for.

WHEREAS,

NOW THEREFORE, BE IT PROCLAIMED, that the Highlands County Board of County Commissioners, Highlands County, Florida, continue their commitment to honoring the service and sacrifice of our over 10,000 veterans and their families the month of November 2024 by designation 01 November 2024 – 30 November 2024 as Veterans Appreciation Month.

DONE AND ADOPTED THIS 15TH day of October 2024.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

_____

Kevin Roberts, Chairman

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 15, 2024

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

SUBJECT/TITLE: **Request consideration of waiver of fees and damage deposit for Armament Inc. for the Sound of Freedom five-day talent show fundraiser at the O.S. "Sam" Polston Auditorium and Conference Room at the Bert J. Harris Agri Civic Center.**

STATEMENT OF ISSUE

Mr. Joseph Stubblefield of Armament Inc. is requesting to have rental fees and damage deposit waived for a Sound of Freedom Patriotic themed Talent Show. He is requesting the use of the auditorium and a conference room at the Bert J. Harris Agri Civic Center for five (5) days, Tuesday, February 11, 2025, through Saturday, February 15, 2025, from 2:00 pm to 10:00 pm daily.

Armament Inc. is a 501 (c)(3) organization that assists veterans in central Florida. The show is nightly from 4:00 pm to 9:00 pm. The entry fee for the talent show is $25.00, and door admission is $12.00 per person per night for ages 13 and up. A meal will be included with the price of admission and door prizes will be available nightly. Armament Inc. will also set up a table with patriotic items for donations. The first-place prize will be $500.00, second and third place will receive a trophy.

Providing there are no damages, extraordinary setup or cleanup or use of the marque, the total rental fee for this event is $1,350.00, along with the $290.00 damage deposit per the 2024-2025 Fee Schedule. (Fees for the auditorium are $250.00 per day with $250.00 damage deposit, and the conference room is $20.00 per day with a $40.00 damage deposit.) Armament Inc. will abide by the Building Use Rules and provide insurance for the event.

RECOMMENDED ACTION

Request consideration of waiver of fees and damage deposit for Armament Inc. for the Sound of Freedom five-day talent show fundraiser at the O.S. "Sam" Polston Auditorium and Conference Room at the Bert J. Harris Agri Civic Center.

FISCAL IMPACT

The fiscal impact would be a loss in revenue to 005 Fund (General) account 3475300 (Civic Center) in the amount of $1,350.00.

Attachments: Armament Inc. Request.pdf
Armament Inc. Flyer.pdf

Armament Inc.

Attention:

Highlands County
Board of County Commissioners
600 S Commerce Ave, Sebring, FL 33870

Armament Inc. is petitioning the Highlands County Board of Commissioners to wave the county's fees on the Bert J. Harris Agricultural Center, located at 4509 George Blvd, Sebring, FL 33875. Armament Inc. will be hosting a fundraising event at the Agri-Civic Center in February of 2025, from the 11th through the 15th daily from 2pm to 10pm.

The Event:

Sound of Freedom
A Presidents Day Tribute

Since 1968 Presidents Day celebrates George Washington's birthday, this year we honor that tradition with a Patriotic themed Talent Show. Contestants must perform to show their patriotism for one of our greatest founding fathers. George Washington was an avid Christian, that being the case, worship songs or performances of this nature will be allowed.

The purpose of this event is to inspire and bring the community together, to ring the bells of Hope and Liberty. Our country is in dire need of hope, although we can do little to solve this problem on a national level, we can assist our own community.

The Talent Show is a fundraiser that will assist Veterans who may be homeless, disabled, or are active-duty military, and their family is in need of assistance.

Armament inc. will be charging an admission price of $12.00, this will be to help cover the meals that will be provided by our organization. There will be no outside vendors.

Door prizes will be given away, and we will have an additional table set up with Patriotic items to trade for additional donations to help cover the cost of the event.

Thank you for your time,

Ronald Joseph Stubblefield
Armament Inc.
913-832-0095
The1776Store@hotmail.com

Sound of Freedom

A Presidents Day Tribute

Since 1968 Presidents Day celebrates George Washington's birthday, this year we honor that tradition with a Patriotic themed Talent Show. Contestants must perform to show their patriotism for one of our greatest founding fathers. George Washington was an avid Christian, that being the case, worship songs or performances will be allowed.

Talent Show:

First Prize- $500.00 Second Place- Trophy Third Place- Trophy

Those who wish to preform in the Sound of Freedom must pay an entry fee of $25.00. Please contact Joseph Stubblefield via email at the1776store@hotmail.com for more information. You can mail a check to PO Box 8685 Sebring Fl 33872. Make the check payable to Armament inc.

Entry Fee is for participants and not all family members, one family member must accompany minors.

Admission: Will be $12.00 per person

Children under 12 years of age will be free.

A meal will be included with the you price of admission. Door prizes will be available nightly. The price will be for one night only.

Location:

Bert J. Harris Agricultural Center-4509 George Blvd, Sebring, FL 33875

When:

February the 11th to 15th 2025 nightly from 4pm to 9pm

Armament Inc. is a 501c3, that has created the event, “Sound of Freedom” to benefit Veterans and Families locally in Central Florida. For information to help sponsor this event please contact Joseph Stubblefield at the1776store@hotmail.com or call 913-832-0095. Thank you.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 15 2024

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Request approval of a New Event Tourist Development Grant for Hurricane Junior Golf Tour tournaments in Highlands County.**

STATEMENT OF ISSUE

The Tourist Development Council (TDC), at the regular meeting on August 8, 2024, recommended reimbursing Hurricane Junior Golf Tour for the 2024-2026 Visit Sebring Fall Junior Open & 2025-2027 Visit Sebring Spring Junior Open golf tournaments held in Highlands County.

The TDC recommends reimbursing up to a total of $18,200.00 collectively for the two events in FY25, requiring evidence of up to 160 room nights generated by the events together, being reimbursed at $20/per room night. For FY26 and FY27 each, the TDC recommends reimbursing up to a total of $11,500.00 collectively for the two events occurring in each FY, requiring evidence of up to 200 room nights generated by the events together, being reimbursed at $20/per room night.

This grant will be to cover eligible costs associated with facility rental and approved reimbursable items under the New Event Grant guidelines for the Hurricane Junior Golf Tour Visit Sebring Spring and Fall Junior Opens.

RECOMMENDED ACTION

Move to approve a New Event Tourist Development Grant for Hurricane Junior Golf Tour tournaments in Highlands County.

FISCAL IMPACT

There is no fiscal impact to Fund 152 (Tourist Development) or the overall budget as there are funds budgeted in FY24/25 for marketing said event. The Hurricane Junior Golf Tour Visit Sebring Spring and Fall Junior Opens are eligible for $18,200.00 from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).

Attachments: HJGT New Event Grant Contract (2024.10.04).signed.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME: THE NEW HURRICANE TOUR, LLC (DBA HURRICANE JUNIOR GOLF TOUR)
ADDRESS: 7862 W IRLO BRONSON MEMORIAL HWY, SUITE #457
KISSIMMEE, FL 34747
FEI NO: 81-5034330

Highlands County, a political subdivision of the State of Florida ("COUNTY"), hereby provides funding to THE NEW HURRICANE TOUR, LLC D/B/A HURRICANE JUNIOR GOLF TOUR ("CONTRACTOR") for the purpose of reimbursement of expenses for the 2024-2026 Visit Sebring Fall Junior Open & 2025-2027 Visit Sebring Spring Junior Open ("Events") as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

CONTRACTOR RESPONSIBILITIES

1. The CONTRACTOR shall be responsible for obtaining all applicable local, state and federal permits.

2. The CONTRACTOR is responsible for all administrative services and represents that it has or will secure at its own expense all necessary personnel. Such personnel shall not be employees of the COUNTY. The CONTRACTOR shall be responsible for the payment of all its FICA and Social Security Taxes.

INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed by or on behalf of the CONTRACTOR shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees and volunteers perform the work and in all respects the CONTRACTOR's relationship and the relationship of its employees and volunteers to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

REPORTS

The CONTRACTOR shall submit monthly status reports to the COUNTY detailing work completed and activities performed.

TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until September

30, 2027.

NOTICE

Any notice or other written communication, except invoices, between the parties shall be considered delivered when posted by U.S. registered or certified mail, postage prepaid and return receipt requested, or delivered in person to the COUNTY.

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR in the amount of up to Eighteen Thousand Two Hundred Dollars ($18,200.00) collectively for the 2024 Visit Sebring Fall Junior Open & 2025 Visit Sebring Spring Junior Open with room verifications required for $3,200.00 of the awarded amount; and in the amount up to Eleven Thousand Five Hundred Dollars ($11,500.00) collectively for the 2025 Visit Sebring Fall Junior Open & 2026 Visit Sebring Spring Junior Open with room verifications required for $4,000.00 of the awarded amount; and up to Eleven Thousand Five Hundred Dollars ($11,500.00) collectively for the 2026 Visit Sebring Fall Junior Open & 2027 Visit Sebring Spring Junior Open with room verifications required for $4,000.00 of the awarded amount, from Cost Center 5305, the Marketing and Promotion Fund for providing the services described in attached Attachment "A". The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. It is unlawful for the COUNTY to expend or enter into a contract requiring expenditure in any fiscal year for more than the amount of appropriations in each fund's budget, except as provided in Chapter 129, Florida Statutes, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06 Florida Statutes. Pursuant to Section 129.07, Florida Statutes, this Contract is expressly made executory for the value of services and materials and other costs to be rendered, incurred or agreed to be paid for in fiscal years after the COUNTY's fiscal year ending September 30, 2023. This Agreement is subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego the funding as set forth herein. The COUNTY shall provide notice to the CONTRACTOR if it decides for any reason or no reason in its sole discretion, not to provide funding for this Agreement in its annual budget.

PROHIBITION AGAINST LOBBYING

The CONTRACTOR is hereby prohibited from using any funds provided by this Contract for the purpose of lobbying the Legislature or a state or county agency.

MANAGEMENT

The COUNTY Project Manager is **Leah Sauls, Development Services Director**, phone number **(863) 402-6550**. All matters shall be directed to the Project Manager for appropriate action or disposition.

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.

2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.

3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.

4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.

5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall assure that these books, records and documents are available at all reasonable times for inspection, review or audit by the COUNTY's personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.

8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.

9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

10. The CONTRACTOR warrants that it 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 Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract.

12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.

13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

The parties hereby agree that any and all actions or disputes arising out of this Contract shall be governed by the laws of the State of Florida, and any such actions shall be brought in Highlands County, Florida.

SEVERABILITY

In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

PUBLIC ENTITY CRIMES

The CONTRACTOR affirmatively represents that it is aware of the prohibitions stated in Section 287.133(2)(a), Florida Statutes, and affirmatively represents that it has not been placed on the convicted vendor list or been convicted of a public entity crime.

DISCRIMINATORY VENDOR LIST

The CONTRACTOR affirmatively states that it is aware of the prohibitions found in Section 287.134(2) (a), Florida Statutes, and affirmatively represents that it has not been placed on the discriminatory vendor list referred to therein.

EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the

Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

Upon the occurrence of any event of default, all obligations on the part of the COUNTY to make any further payments of funds to this Contract shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without hereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

INSURANCE

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

2. WORKERS' COMPENSATION: Statutory limits which cover all persons engaged in the performance of the Work described herein in compliance with Florida law and Federal law. The policy must include Employer Liability coverage with limits not less than $1,000,000.00 each occurrence $1,000,000.00 each employee, and $500,000.00 policy limit for disease.

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 names of the Events;
3. "HIGHLANDS COUNTY" as 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; and
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

PUBLIC RECORDS COMPLIANCE

A. Pursuant to Florida Statutes, Section 119.0701:

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

COUNTY CLERK: GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCrecords@highlandsfl.gov

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

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

ENTIRE AGREEMENT

It is hereby understood and agreed that this Contract states the entire agreement and that the parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Contract.

DATED this 7 day of October 2024.

The New Hurricane Tour, LLC d/b/a Hurricane Junior Golf Tour, a for profit organization.

By: _____
Mario Conte, Sole Manager

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of MARIO CONTE, as OWNER, of The New Hurricane Tour, 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 FLORIDA DRIVERS LICENSE as identification, and who did/did not take an oath this 7th day of OCTOBER, 2024.

(stamp)

PETER A. PORPORA
MY COMMISSION # HH 587433
EXPIRES: August 27, 2028

_____
NOTARY PUBLIC, State of Florida

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin J. Roberts, Chair

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 15, 2024

PRESENTER:	**Kristina Fyfe - Risk Management/Human Resources Specialist**
SUBJECT/TITLE:	**Request to write-off remainder of invoice regarding asphalt damage to Cloverleaf Bypass in Lake Placid.**

STATEMENT OF ISSUE

Our package policy does not cover damages to asphalt, which required the county to pursue subrogation from the at-fault party for the cost of repairs. The original invoice for damages was $2,250.50 but the county only received a payment of $2,141.33 from the at-fault party, a shortage of $109.17 which the county has deemed uncollectible.

RECOMMENDED ACTION

Move to approve the write-off of Road and Bridge asphalt invoice for damages at Cloverleaf Bypass in Lake Placid.

FISCAL IMPACT

The Fiscal impact is $109.17 and will affect fund 110 - Transportation Trust.

Attachments: Photo of damaged street.jpg
mmt9211182119.pdf

02/12/2024

Highlands County BoCC
600 S. Commerce Ave., Rm. B233
Sebring, FL 33870-3809

RE: Client: Highlands County BoCC
Claimant: Highlands County BoCC
DOL: 8/23/2023
Event #: EV2023405832 Claim #: 423480

Loss Description: Golf cart caught on fire causing significant damage to a county-maintained road.

Dear Sherri Bennett,

We are in receipt of the above captioned claim and have assigned the above claim number.

If you have any additional information or wish to discuss this further, please contact your adjuster Lianna Crosby at (321) 832-1445 or via email at Lianna.Crosby@PGCS-tpa.com.

Sincerely,

David Anderson
Intake Coordinator
PGCS Claim Services

CC: Kristina Fyfe via email
Claims@bbpria.com via email

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 15, 2024

PRESENTER:	**James D. Langford, P.E., County Engineer** **Melony Culpepper, AICP, Project Manager - Transportation**
SUBJECT/TITLE:	**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.**

STATEMENT OF ISSUE

Attached for your review and approval is Amendment 2 to the Agreement between Highlands County and EO Koch Construction, Co. to allow the contractor to install conduit and wire from the building to the electrical transformer. The change order includes an increase to the bond as required by the Agreement. The net change order amount will be $10,785.91. The electrical conduit and wire were not included in the original bid and Agreement because the contractor was unable to obtain the necessary connection information from the electric company until construction had commenced.

The Board Attorney has reviewed and approved Amendment 2. Melony Culpepper is the project manager for this project.

RECOMMENDED ACTION

Move to adopt Amendment 1 to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the New Traffic Operations Building and Resolution 23-24-109 for Budget Amendment 23-24-099 to appropriate additional funds to Project No. 19007, and ITB No. 22-013

FISCAL IMPACT

There is a fiscal impact of $10,785.91 to the project account 4102A/56200Z/19007. However, there are funds in the overall project budget to cover this Amendment; therefore, the net fiscal impact is $0.00.

Attachments: 22-013 Amendment 2 New Traffic Ops Bldg.pdf
Change Order Request.pdf

AMENDMENT 2 TO AGREEMENT

THIS AMENDMENT 2 is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 ("County"), and EO Koch Construction, Co. ("Contractor").

WHEREAS, the County and Contractor entered into an Agreement on September 7, 2023, and amended the same through Amendment 1 on the 18th day of June, 2024, (collectively the "Agreement"); and

WHEREAS, pursuant to the Agreement, Contractor is responsible for construction services related to the new Traffic Operation Building (the "Project"); and

WHEREAS, due to some unforeseen matters and needed modifications, the Contractor properly submitted a request for change order to the original specifications of the Project; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement.

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

1. The Construction Documents, as defined by the Agreement, and Article 4.00, Contract Sum, are hereby amended to include the following:

   Installation of conduit and wire from building to new transformer location per plan sheet E201 ASI #1, dated 8/29/24.

   Price increase is based on:

   1. Distance from the existing conduit stub to the base of the Duke Energy pole being no more than 145' straight line.
   2. Conduit will be installed using a trencher.
   3. Conduit will need to be installed before the parking asphalt and asphalt base is installed.
   4. Conduit will stop at the base of the Duke Energy pole per industry standards.
   5. Credit for conduit and wire per print. $-3043.00

Install conduit	$3,851.00
Install wire	$9,887.00
Bond	$90.91
Credit	$-3043.00
Total	$10,785.91

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 15th day of October, 2024.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

EO KOCH CONSTRUCTION, CO.

_____
Aaron Nadaskay, Vice President

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Aaron Nadaskay, as Vice President, of EO Koch Construction, Co., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 1st day of October, 2024.

(stamp)

_____
NOTARY PUBLIC, State of Florida

AMY SMITH
MY COMMISSION # HH 424523
EXPIRES: July 23, 2027

E.O. KOCH CONSTRUCTION

REQUEST FOR CHANGE ORDER

Owner	Highlands County Board of County Commissioners
Project	Traffic Operations Building
Project Address	4500 Kenilworth Blvd., Sebring, FL 33870
Date	09/30/2024
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	Change Order #3 Revised

Reference ASI 1 Revision

See Air and Electrical Services attached documentation: Proposal 1054-548759

Credit for conduit and wire per print= -$3043.00

Price to install conduit and wire from building to the new transformer location per print E201/ASI #1 Dated 8/29/24

Price is based on:

1. Distance from the existing conduit stub to the base of the Duke Energy pole being no more than 145' straight line.
2. Conduit will be installed using a trencher.
3. Conduit will need to be installed before the parking asphalt and asphalt base is installed.
4. Conduit will stop at the base of the Duke Energy pole per industry standards.

Install conduit	$3,851.00
Install wire	$9,887.00
Bond	$90.91
Credit	$-3043.00
Total Change Order Cost	$10,785.91

Sincerely,

Aaron Nadaskay

E.O. KOCH CONSTRUCTION

E. O. Koch Construction Co.
P. O. Box 1965, Sebring FL 33871-1965
(863) 385-8649

Breakdown of credit and new work required at Traffic Operations Building:

Credit:

Conduit	36' @ $10.00/ft.	$360.00
Wire	144' @ $7.50/ft.	$1080.00
Xfmr Pad		$203.00
Conduit/Duke	140'@10.00/ft.	$1400.00

New Work

Conduit	290' @ 13.25/ft.	$3851.00
Wire	1160' @ $8.53/ft.	$9887.00

Sincerely,

Aaron Nadaskay

Proposal

AIR AND ELECTRICAL SERVICES
www.highlandsaes.com
863-402-5664
4715 US HWY 27 SOUTH SEBRING, FL 33870

September 09, 2024

Summary:	PROPOSAL
Reference #:	1054-548759
Due Date:	9/9/2024

KOCH CONSTRUCTION
1417 SWANK AVE
PO BOX 1965
SEBRING, FL 33871-1965

863-385-8649

Job Name:
KC P548759
TRAFFIC OPS ASI 1
SERVICE WIRE

863-385-8649

We Hereby Submit Specifications And Estimates For:

EXTENDING THE SERVICE WIRE TO THE ROAD

CREDIT FOR CONDUIT AND WIRE PER PRINT.
-$3,043

PRICE TO INSTALL CONDUIT AND WIRE FROM BUILDING TO NEW TRANSFORMER LOCATION PER PRINT E201 ASI #1 DATED 8/2924
PRICE IS BASED ON THE FOLLOWING:
1.) DISTANCE FROM THE EXISTING CONDUIT STUB TO THE BASE OF THE DUKE ENERGY POLE BEING NO MORE THAN 145' STRAIGHT LINE.
2.) CONDUIT WILL BE INSTALLED USING A TRENCHER. ELECTRICAL CONTRACTOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO EXISTING BURIED CONDUITS/ITEMS.
3.) CONDUIT NEED TO BE INSTALLED BEFORE THE PARKING ASPHALT AND ASPHALT BASE IS INSTALLED.
4.) CONDUIT WILL STOP AT THE BASE OF THE DUKE ENERGY POLE PER INDUSTRY STANDARDS.
INSTALL CONDUIT $3,851
INSTALL WIRE $9,887

NOTE IF DIRECTIONAL BORE IS NEEDED ADD $2,050

TOTAL PRICE DIFFERENCE
$10,695

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Estimate does not include material price increases or additional labor and material should unforseen problems or adverse conditions arise after the work has started. Any deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date. Payment due upon completion unless outlined above.

Authorized Signature _____ **Acceptance Signature** _____ **Date** _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 15, 2024

PRESENTER:	**Robert A. Diefendorf., Jr., E.I. Assistant to the Critical Infrastructure Director**
SUBJECT/TITLE:	**Request to waive the Landfill Tipping Fees for Highlands County Ag-Venture, Inc., November 12 through November 14, 2024**

STATEMENT OF ISSUE

The Highlands County Ag-Venture, Inc., is requesting that the Board waive the Landfill tipping fees for waste collected during the Highlands County Ag-Venture days. Highlands County Ag-Venture is scheduled for November 12 through November 14, 2024. The waste will be hauled to the Landfill within a week of the event. Highlands Count Ag-Venture, Inc., requests for waived tipping fees have been approved in the past.

RECOMMENDED ACTION

Move to approve waiving the Landfill tipping fee for Highlands County Ag-Venture, Inc.

FISCAL IMPACT

Landfill staff estimates that the Highlands County Ag-Venture. Inc., event will generate approximately three (3) tons of waste at a cost of $45.00 per ton for a total of $135.00 to be waived. The figures are based upon Highlands County Ag-Venture's estimate of One (1) 20-yard dumpster for the event.

Attachments: Ag Venture request 2024.pdf
Highlands County Ag-Venture Inc - Waived Tipping fees.pdf

Highlands County
Ag-Venture, Inc.
P.O. Box 1387, Sebring, FL 33871

August 19, 2024

Highlands County Board of County Commissioners,

The 25th Annual Highlands County Ag-Venture program will be held November 12th-14th at the Highlands County Fairgrounds. We will have a dumpster at the location to collect our trash. Would it be possible to have the dump fee on that dumpster waived? Thank you for considering this request.

Sincerely,

Casey Moesching
Program Manager

Susie Bishop
Director

HIGHLANDS COUNTY LANDFILL
TIPPING FEES - BOARD WAIVED
Highlands County Ag-Venture, Inc.

Date	Material	Tons	Normal Rate	Tipping Fees	Total Fees Waived
2015	2002	1.27	$ 45.00	$ 57.15	**$ 57.15**
2017	2002	1.64	$ 45.00	$ 73.80	**$ 73.80**
2018	2002	2.56	$ 45.00	$ 115.20	**$ 115.20**
2019	***No loads identified as Board waived.***				**$ -**
2020	***Due to COVID - AG Venture event was not held.***				**$ -**
2021	2002	1.19	$ 45.00	$ 53.55	**$ 53.55**
2022	2002	1.92	$ 45.00	$ 86.40	**$ 86.40**
2023	2002	1.63	$ 45.00	$ 73.35	**$ 73.35**
Grand Total					**$ 459.45**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 15, 2024

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-007 to adjust the Property Appraiser budgeted funding for FY 24/25.**

STATEMENT OF ISSUE

After the Property Appraiser budget had been submitted, the salaries of Elected County Constitutional Officers data were received from the EDR on October 2, 2024, for FY 24-25. This budget amendment is necessary to adjust the salary and benefits for the constitutional officer, an increase of $5,456.00.

RECOMMENDED ACTION

Move to approve budget amendment 24-25-007 to adjust the Property Appraiser budgeted funding for FY 24/25.

FISCAL IMPACT

The fiscal impact of $5,456.00 to Fund 005 (General) is actually a transfer from cost center 9990 (Budgetary Expenditures 005), account 59900 (Reserve for Contingency) to cost center 2211 (Property Appraiser), account 54900 (Other Charges/Obligations) with a net fiscal impact of $0.00.

Attachments: 24-25-007 Property Appraiser Salary Adjustment (BA).pdf
24-25-007 Property Appraiser Salary Adjustment (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
October 2, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/2/2024** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **9990, 2211**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Budgetary Expenditures AC/005, Property Appraiser**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**9990**	**59900**	**Reserve for Contingency**		**450,000.00**		**5,456.00**	**444,544.00**
E	**005**	**2211**	**54900**	**Other Charges/ Obligations**		**3,796,798.00**	**5,456.00**		**3,802,254.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To provide additional funds due to the State's recent release of the Salaries of Elected County Constitutional Officers and School District Officials for FY 2024-2025.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-007**

ACTION:

Board	____ Approved	____ Denied		
County Administrator	____ Approved	____ Denied		

TRANSFER TYPE:

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

SIGNATURE: _____

Signature: _____ DATE: ____ / ____ / ____ 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**	
10/15/24		24-25-007	($5,456.00)	$444,544.00	To provide add'l funding to Property Appraiser budget forsalary increased per EDR.
REVISED TOTAL:				**$444,544.00**	

CONTINUED ON NEXT PAGE

TRANSPORTATION TRUST FUND- 110 (9990A)

FISCAL YEAR 2024-2025

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/24		BEGINNING BALANCE		**$200,000.00**	
				$200,000.00	
REVISED TOTAL:				**$200,000.00**	

CONTINUED ON NEXT PAGE

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

FISCAL YEAR 2024-2025

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/24		BEGINNING BALANCE		**$250,000.00**	
				$250,000.00	
REVISED TOTAL:				**$250,000.00**	

CONTINUED ON NEXT PAGE

SOLID WASTE FUND - 401 (9990F)					
FISCAL YEAR 2024-2025					
DATE INTENDED	**BCC APPROVED**	**B.A.#**	**AMOUNT**	**BALANCE**	**DESCRIPTION**
10/01/24		BEGINNING BALANCE		**$250,000.00**	
				$250,000.00	
REVISED TOTAL:				**$250,000.00**	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 15, 2024

PRESENTER: **Laurie Hurner**

SUBJECT/TITLE: **Request approval of Agreement between Highlands County and VisionFirst Advisors**

STATEMENT OF ISSUE

VisionFirst Advisors will serve as an extension of Highlands County team to develop a strategic plan and a suite of goals and strategies. The purpose of the strategic planning process is to: (1) establish the county's mission, vision and priorities; (2) develop a comprehensive and effective strategic plan that builds upon department goals and objectives that support efficient organizational procedures and contribute to the improvement of Highlands County; (3) aid in the development of a strategic plan which identifies, communicates and monitors the progress of key priorities for each task to assist in the advancement of the strategic plan, (4) create a team-oriented and shared vision for the public, commissioners, departments and key service providers, (5) develop a program of work to provide a clear course of action, milestones and a means of knowing when the county has arrived at its destination; and (6) prepare the county's strategic plan based on stakeholder feedback.

RECOMMENDED ACTION

Move to approve the Agreement between Highlands County and VisionFirst Advisors

FISCAL IMPACT

$55,000

Attachments: Vision First Advisors BCC Highlands County Contract.pdf

AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and VISIONFIRST ADVISORS, 3800 Esplanade Way, Suite 195, Tallahassee, Florida 32311, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, Section 17.B.22, of the Highlands County Purchasing Policy provides for an exemption from the competitive solicitation process when procuring services which are special or unique in nature; and

WHEREAS, the COUNTY has determined that the development of a strategic plan for and establishment of the upcoming goals and priorities for Highlands County requires special attention with a unique approach; 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 begin on the date of execution by the COUNTY and shall extend until such time as the services set forth herein are complete; however, shall in no event extend longer than one year without written amendment to this Agreement.

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.

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. 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.

SECTION 6. COMPENSATION.

A. Compensation for services completed by the CONTRACTOR shall not exceed Fifty-five Thousand and 00/100 Dollars ($55,000.00) to be paid as follows, in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act:

i. Ten Thousand and 00/100 Dollars ($10,000) due upon contract approval.
ii. Ten Thousand and 00/100 Dollars ($10,000) due upon written notice by CONTRACTOR of the completion of Phase 2 of the Scope of Services.
iii. Ten Thousand and 00/100 Dollars ($10,000) due upon written notice by CONTRACTOR of the completion of Phase 3 of the Scope of Services.
iv. Ten Thousand and 00/100 Dollars ($10,000) due upon written notice by CONTRACTOR of the completion of Phase 4 of the Scope of Services.

v. Fifteen Thousand and 00/100 Dollars ($15,000) due upon written notice by CONTRACTOR of the completion of Phase 5 of the Scope of Services.

B. The COUNTY shall also reimburse the CONTRACTOR for costs associated with the Scope of Work not to exceed Five Thousand Five Hundred and 00/100 Dollars ($5,500.00) to be paid in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act upon receipt of an itemized invoice for the same from the CONTRACTOR. Costs shall mean non-local transportation, travel, research and report production costs.

C. 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 the use of the CONTRACTOR for any work that 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.

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 offset 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:
   a. Combined Single Limit: $300,000 per accident,

      OR

   b. Bodily Injury: $300,000 per person,

      AND

      Property Damage: $100,000 per accident;
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); and,

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation 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. Evidence of qualified self-insurance status will suffice for this subsection.

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. List "HIGHLANDS COUNTY" as an Additional Insured,
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 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. 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:

RECORDS CUSTODIAN: GLORIA RYBINSKI
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 702-6836
HCBCCRECORDS@HIGHLANDSFL.COM

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

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the 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, 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 rights 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 same 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 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 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:	Board of County Commissioners of Highlands County 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Board of County Commissioners of Highlands County Attn: Sherry G. Sutphen, Esquire 600 South Commerce Avenue Sebring, Florida 33870 ssutphen@roperpa.com
CONTRACTOR:	VisionFirst Advisors Attn: Gray Swoope, President and CEO 3800 Esplanade Way, Suite 195 Tallahassee, Florida 32311

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.

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 to signing. All such signatures will be deemed to be original signatures for all purposes.

[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 Roberts, Chairman

(SEAL)

ATTEST:

_____
Jerome Kaszubowski, Clerk

VISIONFIRST ADVISORS

_____
Gray Swoope
President and CEO

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Gray Swoope, as President and CEO, of VisionFirst Advisors, 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 _____ as identification, and who did/did not take an oath this 1st day of October, 2024.

(stamp)

_____
NOTARY PUBLIC, State of Florida

DIANE ADAMS
Notary Public - State of Florida
Commission # HH 230697
My Comm. Expires Oct 19, 2025
Bonded through National Notary Assn.

Exhibit "A"
Scope of Services

Project Approach + Timeline »

VisionFirst Advisors will serve as an extension of the Highlands County team to develop a strategic plan and a suite of goals and strategies. The purpose of the strategic planning process will be to:

1) establish the county's mission, vision and priorities.
2) develop a comprehensive and effective strategic plan that builds upon department goals and objectives that support efficient organizational procedures and contribute to the improvement of Highlands County.
3) aid in the development of a strategic plan which identifies, communicates and monitors the progress of key priorities for each task to assist in the advancement of the strategic plan.
4) create a team-oriented and shared vision for the public, commissioners, departments and key service providers.
5) develop a program of work to provide a clear course of action, milestones and a means of knowing when the county has arrived at its destination; and
6) prepare the county's strategic plan based on stakeholder feedback.

Every step of our process will be conducted in conjunction with you and your leadership, reviewing past opportunities and recommendations and charting a new path forward.

It is anticipated that VisionFirst's Gray Swoope will lead the work and be supported by Nancy Blum-Heintz, Griff Salmon, Brenda Lathan and Maria Crume, but the entire VisionFirst team in all three office locations will support the effort.

To develop the strategic plan, VisionFirst will utilize a five-phase approach to arrive at the final deliverable – some of which will take place concurrently. Each of the phases and their corresponding deliverables are described in detail below.

Phase One: Build Consensus

Within 14 business days following the execution of the contract

Strategy, like building a house, starts with proper planning and design before the foundation is laid. VisionFirst utilizes the initial kick-off meeting to review the desired outcomes of our clients, build consensus on goals and adjust the designs as necessary for success. This process allows us to identify milestones while developing a communications structure for the entirety of the project.

In addition, the meeting will help us identify who will assist VisionFirst in coordinating information, identifying key stakeholders for input and providing guidance throughout all phases of development. Our staff will facilitate a meeting via web conference with a review of the project objectives, refine the scope as necessary and pinpoint expected outcomes and deliverables. A firm timeline will be established with milestones for updates and progress.

Activities include:

- Virtual kick-off planning session.
- Identification and review of existing plans and data.
- Formulate schedule of meetings and update calls.
- Finalize project timeline.
- **Deliverable:** Engagement guide for the project including stakeholder communication templates, check-in calls/meetings and final schedule of drafts and deliverables within five business days following the meeting.

Phase Two: Analyze the Current Situation

30-45 days following contract execution

To successfully build a suite of strategies, maximize county resources and staff, it is critical to first analyze the current economy as well as market changes. The focus of the analysis is to uncover trends and projections. VisionFirst will conduct a desktop economic assessment of Highlands County's economic base, identifying economic trends and the impact on the county's future economic composition, including those related to, but not limited to workforce, housing affordability and quality of place.

VisionFirst Advisors will compile data from numerous trusted sources including: JobsEQ by CHMURA Economics and Analytics, U.S. Census Bureau, StatsAmerica, the National Center for Education Statistics, the National Association of Counties and more.

In addition to data collection, VisionFirst will conduct six hours of interviews with staff to understand opportunities and challenges within the county. The conversations will identify leverage points that create a countywide culture of performance excellence and continuous improvement as a means of helping to provide efficient, accessible and effective county services.

Activities include:

- Conduct desktop research and data analysis of the current economic outlook and opportunities surrounding the site using research tools including JobsEQ, the National Center for Education Statistics, the National Association of Counties and other leading research entities.
- Conduct six hours of staff interviews to understand and provide recommendations on potential process and efficiency strategies.
- Conduct a SWOT analysis regarding the county and develop subsequent leverage points for moving forward.
- Identify performance metrics to consider during the implementation of the goals and strategies.
- **Deliverable:** Six hours of staff interviews to understand department roles, needs and opportunities.

- **Deliverable**: The data and interviews will provide a baseline of information for the community to utilize in coalescing leadership and initiatives to maximize the strategy for Highlands County.

Phase 03: Engage Stakeholders

30 to 60 days following contract execution

For this engagement, it is critical to collect added input from a variety of community voices. To effectively garner this feedback, VisionFirst will conduct on-the-ground meetings with stakeholders including non-profits, educational institutions, agencies, municipalities and others as well as conduct an online resident survey. In addition, VisionFirst will conduct one set of one-on-one meetings with members of the Highlands County Board of County Commissioners (Commission) and attend three mutually agreed upon meetings throughout the project with the Commission to discuss findings and present the draft and/or final report.

Activities include:

- Develop and implement a stakeholder engagement plan to include, but not limited to, the board, staff as well as public and private sector stakeholders.
- One-on-one meetings with Highlands County Board of County Commissioners and attendance at two commission meetings (key findings presentation and final plan presentation).
- A digital survey to assess perceptions and thoughts of residents about government and the county overall.
- **Deliverable:** Meetings, presentations and engagement with stakeholders, public and Highlands County Board of County Commissioners.
- **Deliverable:** Assemble initial situation analysis, research and discovery, and key findings into an overview and presentation.

Phase 04: Develop the Plan

90 to 120 days following contract execution

We believe success starts with a vision, followed by setting a strategy to achieve it – having a vision, first. VisionFirst will utilize its research along with leader and stakeholder feedback to help the county core mission, or 'North Star.' This will enable all entities and departments to understand their role, collaborate and focus efforts leading to achieving that vision.

One of the keys to defining the vision is understanding the county's mission and its purpose. VisionFirst uses four questions, referred to as the "Four W's": who you are, what you do, why you do it and for whom? Utilizing this interactive process will allow stakeholders to share their thoughts and develop ownership in the plan's successful implementation.

Utilizing the stakeholder input, research and data assessment of Highlands County, VisionFirst will develop a suite of goals and strategies to unite the county's offerings and stakeholders to enhance the community over the next five years. The strategy will provide a clear course of

action, milestones and a means of knowing when the organization has arrived at its destination. The overarching goals, strategies and tactics will build upon the existing resources and successes to strategically focus the county to grow jobs, support and retain businesses and build a sustainable, viable community that offers economic prosperity to all its citizens.

Plan components to include:

- Develop goals and strategies that will guide the county's efforts and services.
- **Deliverable:** Develop a vision and mission that will guide the county's stakeholders in implementing programs and efforts.
- **Deliverable:** A countywide program of work including goals, objectives, tactics and timeframes that build upon the product and assets of the community.
- **Deliverable:** Presentation of final recommendations to leadership.

Phase 05: Final Delivery

120-150 days following contract execution

VisionFirst will present a draft of the plan for the Highlands County staff to review and provide comments over the course of 10 business days. **After receiving comments, VisionFirst will deliver a revised draft strategic plan within 10 business days to be presented to the appropriate leadership and stakeholders via an in-person presentation.**

End of Exhibit A

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 15, 2024

PRESENTER: **Beverly Singley, Code Enforcement Administrator**

SUBJECT/TITLE: **Request approval of the Agreement with Dolney Law, PLLC, for Code Enforcement Special Magistrate Services**

STATEMENT OF ISSUE

The Code Enforcement Division of the Highlands County Development Services Department utilizes the services of a Special Magistrate to conduct quasi-judicial, public hearings related to the various code violations investigated by the County's Code Enforcement Officers. A Special Magistrate is required to be a licensed attorney in the State of Florida and legal services are exempt from procurement formalities. Thomas Dolney of Dolney Law, PLLC, has been providing Special Magistrate services to the County since September 23, 2021, pursuant to a contract executed under the authority of the County Administrator. The Department and County Attorney are pleased with the services being provided by Mr. Dolney and would like to extend the contract for an additional term of five (5) years. Mr. Dolney has agreed to keep the same hourly rate of $175.00 for the first two years of the Agreement with an increase to $200.00 an hour for years three, four and five. The extensions from year to year will eventually cause the total compensation under the Agreement to exceed the authority of the County Administrator. To avoid any interruption in services because of the County's purchasing rules, it is in the best interest of the County for the Board to approve the Agreement for Special Magistrate Services with Dolney Law, PLLC.

RECOMMENDED ACTION

Move to approve the Agreement between Highlands County and Dolney Law, PLLC, for Code Enforcement Special Magistrate services.

FISCAL IMPACT

The fiscal impact will remain the same for the next two fiscal years, with the hourly rate of $175.00 per hour. For the following three years, the agreed upon rate will be $200.00 and hour. The cost will come from cost center 6306, account 53400.

Attachments: Special Magistrate Agreement 2024.pdf

SPECIAL MAGISTRATE SERVICES AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida ("County"), 600 South Commerce Avenue, Sebring, Florida 33870, and DOLNEY LAW, PLLC ("Dolney"), 5165 Fenwood Lane, Orlando, Florida 32814.

WITNESSETH

WHEREAS, the County utilizes the services of a special magistrate for conducting quasi-judicial hearings for its Code Enforcement Division; and

WHEREAS, Dolney is duly licensed and authorized to practice law in the State of Florida, which is necessary for providing special magistrate services; and

WHEREAS, Dolney has been providing special magistrate services to the County since September 23, 2021, through an Agreement executed under the authority of the County Administrator, which has naturally expired by its terms; and

WHEREAS, the County desires to continue utilizing the services of Dolney as its Code Enforcement Special Magistrate; however, due to the continuing nature of the services, it is necessary for the Board of County Commissioners to approve the Agreement with Dolney; and

WHEREAS, Dolney agrees to serve as the County's Code Enforcement Special Magistrate and perform the duties for the County as set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Dolney shall provide Code Enforcement Special Magistrate services for the County and shall, at all times material hereto, remain in good standing with the Florida Bar.

2. Dolney shall prepare for and attend all Code Enforcement hearings scheduled by the County, serving as the Special Magistrate of the County, issuing orders commensurate with the evidence presented.

3. The term of this Agreement shall be for a period of five (5) years retroactively back to September 24, 2024, and may be extended as agreed by the parties. This Agreement may be terminated by either party given at least sixty (60) days written notice.

4. For the services set forth herein, Dolney shall be compensated hourly, at a rate of One Hundred Seventy-Five Dollars ($175.00), for years one and two of this Agreement and at an hourly rate of Two Hundred Dollars ($200.00) for years three, four and five of this Agreement. There will be a minimum charge of one-tenth of an hour for any activity completed by Dolney on the County's behalf. Additionally, Dolney shall be paid a flat annual fee of One Thousand Dollars ($1,000.00) payable immediately upon execution of this Agreement and in October of each year thereafter. Dolney shall be allowed to charge up to two (2) hours for travel time for the day of scheduled Code Enforcement hearings. Dolney shall issue statements monthly which shall be paid by the County within thirty (30) days, in accordance with its standard processes and procedures.

5. The office expenses and procurement of legal materials of Dolney shall be borne by Dolney unless the County requires specific and specialized material solely for the use of the County. In such an event, said expense shall be passed through to the County on the monthly statement.

6. Dolney shall at all times maintain general liability insurance and professional liability insurance in an amount acceptable to the County. Upon request, Dolney shall provide the County with Certificates of Insurance evidencing such coverage.

7. Nothing in this Agreement shall be construed as creating an employer/employee relationship between the County and Dolney. Dolney shall be deemed, for all purposes set forth herein, an independent contractor. Dolney shall not be eligible for any employment benefits which the County provides to its employees, except as otherwise required by law. Dolney is not eligible to receive Florida State Retirement Benefits as a result of this contractual relationship with the County.

8. This Agreement 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.

9. The covenants, terms and conditions contained herein may be amended, altered and/or modified only upon the express written consent of the parties hereto. In the event of any conflict between the covenants, terms and/or conditions hereof and any amendment(s) hereto, the latest executed amendment shall take precedent.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2024.

HIGHLANDS COUNTY

_____
Kevin Roberts, Chairman

DOLNEY LAW, PLLC

_____
Thomas S. Dolney, Manager

ATTEST:

_____
Jerome Kaszubowski
Highlands County Clerk of Courts

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 15, 2024

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

SUBJECT/TITLE: **Request adoption of Resolution 24-25-009 for Budget Amendment 24-25-006 to add additional funds to the Lake June-in-Winter Catfish Creek Best Managment Practice Project 21062.**

STATEMENT OF ISSUE

The Highlands County Board of County Commissioners approved a cooperative funding agreement with Southwest Florida Water Management District (SWFWMD) January 18, 2022, for the Lake June-in-Winter Catfish Creek Best Management Practices (BMPs) project. The overall project and partnership with SWFWMD started in 2017 to include evaluating water quality impacts, identify stormwater improvement BMPs, and natural system restoration projects in the Lake June-in-Winter watershed. Studies first established areas of highest nutrient loads into the lake, the watershed information and analysis, suggested BMPs to implement, and finally the current phase, the implementation phase; in which our Board suggested the best two (2) BMPs to continue construction.

The total agreement is for $260,000 with a cost share split of 75% SWFWMD and 25% County ($195,000 SWFWMD and $65,000 Highlands County), this includes design, construction, and permitting. Construction includes five (5) wetland islands and placement of one (1) baffle box in culvert to improve water quality in Lake June-in-Winer. Engineering services have already been obtained to include design drawings and technical specification for construction on the Lake June-in-Winter Catfish Creek BMP project number 21062.

The Invitation to Bid (ITB) for construction has been noticed twice; February 2024 and April 2024. Each time only one contractor bid and the cost exceeded the funds allocated with the lowest bid amount of $366,375.50. Only $125,293.00 of available funding rolled over from FY23/24 into FY24/25, creating a shortfall of $241,082.50. Thus, additional funds are needed to complete the construction work of this project.
A total of $195,000 will be reimbursed by SWFWMD to the County once complete.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-009 for Budget Amendment 24-25-006 to add additional funds to the Lake June-in-Winter Catfish Creek Best Managment Practice Project 21062.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget for FY24/25 in the amount of $241,082.50 in cost center 6303 (Natural Resources), and project 21062 (Lake June-in-Winter Cat Fish Creek Best Management Practices).

Attachments: 24-25-006 Proj 21062 Lk June Catfish Creek BMPs Add'l Funding (BA).pdf

24-25-006R Proj 21062 Lk June Catfish Creek BMPs Add'l Funding (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
October 2, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/1/2024** SUBMITTED BY: **Dawn Ritter**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **6303**

PROJECT(S) #: **21062** PROJECT TITLE(S): **Lake June in Winter Catfish Creek BMPs** COST CENTER TITLE(S): **Natural Resources**

*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 Bal Brought Forward		5,255,993.00	241,082.50		5,497,075.50
R	005		3999100	Fund Bal Brought Forward		5,497,075.50		241,082.50	5,255,993.00
R	005		3999100Z	Project Fd Bal Forward	21062	0.00	241,082.50		241,082.50
E	005	6303	56300Z	Project Improvements	21062	125,293.00	241,082.50		366,375.50
R	005		3344930Z	SWFWMD - Water Control	21062	125,293.00		151.86	125,141.14
E	005	6303	56300Z	Project Improvements	21062	366,375.50		151.86	366,223.64
									0.00

REASON: **Additional funding needed for construction implementation of project 21062 for a SWFWMD Cooperative Funding Agreement and adjusting project roll balance from FY23-24 to FY24-25.**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # **24-25-006**

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. 24-25-009

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-006 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 24-25-006 is hereby approved and authorized to appropriate additional funding from Fund Balance Brought Forward in the amount of $241,082.50 for project #21062 – Lake June-in-Winter Catfish Creak Best Management Practices for FY 24/25. In addition, the project balance from the roll is being adjusted to actual which is a decrease of $151.86 for a net fiscal impact increase of $240,930.64.

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 15th 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 15, 2024

PRESENTER: **Robert A. Diefendorf, Jr., E.I., Assistant to the Critical Infrastructure Director**

SUBJECT/TITLE: **Request approval of Amendment 3 to the Agreement between Highlands County and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection Services.**

STATEMENT OF ISSUE

Attached for your approval is Amendment 3 to the Agreement between Highlands County and Clean Harbors Environmental Services, Inc. (Clean Harbors) for extending piggybacking of Agreement No. 17-2234BLS Collection and Removal of Household Hazardous Waste (HHW) between Manatee County and Clean Harbors for an additional period through March 5, 2025. The Agreement will allow the Highlands County Board of County Commissioners (HCBCC) to piggyback off the Agreement between Clean Harbors and the County of Manatee for costs and services to provide the identification, collection, handling, consolidation, packaging, transportation, treatment, storage and disposal of Household Hazardous waste generated by households at the Household Hazardous Waste collection events held at the Highlands County Recycling Center located at 6000 Skipper Road, Sebring or the Highlands County Solid Waste Management Center at 12700 Arbuckle Creek Road, Sebring.

The Agreement will extend the duration of the Highlands County Agreement with Clean Harbors through March 5, 2025.

RECOMMENDED ACTION

Move to approve Amendment 3 to the Agreement between Highlands County and Clean Harbors Environmental Services Inc. for Household Hazardous Waste Collection Services for an additional one-year term.

FISCAL IMPACT

There is currently $44,000.00 budgeted in FY 24/25 in Cost Center 4210 (Refuse Disposal System), Account 53117 (Hazardous Waste) for these services.

Attachments: Copy of Clean harbors signed amend. 3.pdf

AMENDMENT 3 TO THE AGREEMENT BETWEEN
HIGHLANDS COUNTY AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

THIS AMENDMENT 3 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 Clean Harbors Environmental Services, Inc., 7001 Kilo Avenue, Bartow, Florida 33830 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, on October 19, 2021, the COUNTY executed a Piggyback Agreement with the Clean Harbors Environmental Services, Inc., to provide Collection and Removal of Household Hazardous Waste Services to the COUNTY (hereinafter referred to as "Agreement"), based on the solicitation and agreement negotiated by Manatee County through Agreement Number 17-2234BLS; and

WHEREAS, on October 18, 2022, the COUNTY executed Amendment 1 to the Agreement; and

WHEREAS, on October 17, 2023, the COUNTY executed Amendment 2 to the Agreement; and

WHEREAS, effective April 11, 2023, Manatee County approved Amendment No. 10, to its agreement with Clean Harbors Environmental Services, Inc., to provide additional services/products at the request of the county, the charges for which shall be negotiated on an as-needed fixed fee, per deliverable basis, and approved through a valid release Order provided by the county; and

WHEREAS, effective January 9, 2024, Manatee County approved Amendment No. 11, to its agreement with Clean Harbors Environmental Services, Inc. to extend the term and update the fee schedule: and

WHEREAS, the County has determined that it is in the best interest of the citizens of Highlands County for it to further extend the term of its Agreement with the CONTRACTOR under the terms and conditions of the Piggyback Agreement between the CONTRACTOR and Manatee County as revised by Amendments No. 10 and 11.

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

1. SECTION 1, TERM, is hereby amended to extend the term of the Agreement retroactively back to March 6, 2024, through March 5, 2025.

2. SECTION 2, SERVICES AND PRICING, is hereby amended to replace the Fee

Rate Schedule with the rates set forth in Report #71218, attached hereto.

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

4. This Amendment 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 Amendment. Signatures to this Amendment 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.

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

Signatures on Following Page

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____

Kevin J. Roberts, Chair

ATTEST:

_____

Jerome Kaszubowski, Clerk

CONTRACTOR

By: _____

Print: Glenn Kennedy

Title: DVP

STATE OF GEORGIA
COUNTY OF HALL

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of GLENN KENNEDY, as DISTRICT VICE PRESIDENT, of CLEAN HARBORS, 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 GEORGIA DRIVER'S LICENSE as identification, and who did/did not take an oath this 8th day of OCTOBER, 2024.

(stamp)

MEGAN T MORALES
Notary Public - State of Georgia
Barrow County
My Commission Expires Mar 24, 2028

_____

NOTARY PUBLIC

1400 NW 13th Avenue
Pompano Beach, FL 33069
www.cleanharbors.com

02-01-2024

Report #71218

Dear Valued Customer:

Thank you for using Clean Harbors Environmental Services, Inc. (Clean Harbors) for your waste management needs. We are sending you this new quotation with increased pricing based on recent industry changes and market conditions. Existing services agreement terms and conditions apply to this quoted business. This new quotation is based upon submitted waste profiles and previous shipment history.

We remind you that we offer our clients a broad spectrum of environmental services in addition to the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. A Clean Harbors professional can assist you with:

. Waste Transportation & Disposal
. Laboratory Chemical Packing
. Field Services
. 24-Hour Environmental Emergency Response
. Industrial Services
. Insite Services

Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

I look forward to continuing to service your environmental needs. To place an order, please contact our Customer Service group at 800.444.4244. If you have any questions about our new pricing or need further assistance, you may reach me at the number below.

Sincerely,

Account Manager

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Labor, Equipment and Materials

Description	UOM		Price (USD)
FIELD PERSONNEL			
Field Technician	HR		$47.00
Field Technician Overtime	HR		$47.00
Chemist	HR		$54.00
Chemist Overtime	HR		$54.00
Equipment Operator	HR		$54.00
Equipment Operator, Overtime	HR		$54.00
Lead Chemist	HR		$54.00
Lead Chemist Overtime	HR		$54.00
ADMINISTRATIVE/MANAGERIAL PERSONNEL			
Project Manager	HR		$61.00
Project Manager Overtime	HR		$61.00
SUPPORT EQUIPMENT			
Box Truck	HR	no charge	$0.00
DOT Rated Heavy Duty Pallet	EA	no charge	$0.00
Pickup/Van/Car/Crew Cab	HR	no charge	$0.00
Rolloff Container with Tarp & Bows	DAY	no charge	$0.00
SPECIALTY EQUIPMENT			
Forklift, 2,000Lb Capacity	DAY		$413.00
DOT SHIPPING CONTAINERS*			
16 Gal / 70 L Open Poly Drum 1H2/Y56/S	EA		$40.00
20 Gal / 80 Litre Fiber Drum	EA		$32.00
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA		$49.00
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA		$49.00
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA		$70.00
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA		$49.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA		$25.00
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA		$49.00
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA		$89.00
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA		$49.00
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA		$76.00
85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA		$300.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA		$129.00
Lab pak box, 20 gal, UN4G/Y75/S HD poly liner included	EA		$32.00
Lab pak box, 30GAL, un 4g/y113/s HD poly liner included	EA		$35.00
Lab pak box, 5 gal, UN 4G/X18/S HD poly liner included	EA		$19.00
Lab pak box, 55gal UN 4G/Y147.3/S HD poly liner included	EA		$39.00

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
ABSORBENT MATERIALS*		
Vermiculite 4 cuft	BAG	$49.00
MISCELLANEOUS*		
Mobilization of Equipment	EA	$954.00
Roll off spot charge	EA	$455.00
Rolloff Poly Liner	EA	$68.00
MISCELLANEOUS		
95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	$462.00
Standard Clean Pack PPE	EA	$12.90

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
A22K	LOW BTU ORGANIC LIQUID	20DM	$142.00
A22K	LOW BTU ORGANIC LIQUID	30DM	$177.00
A22K	LOW BTU ORGANIC LIQUID	55DM	$236.00
A31	SPECIFICATION OILS	20DM	$61.00
A31	SPECIFICATION OILS	30DM	$76.00
A31	SPECIFICATION OILS	55DM	$102.00
A32	SPECIFICATION OIL & WATER	20DM	$69.00
A32	SPECIFICATION OIL & WATER	30DM	$86.00
A32	SPECIFICATION OIL & WATER	55DM	$114.00
B22A	CONCENTRATED ACIDS 21-49%	05DM	$191.00
B22A	CONCENTRATED ACIDS 21-49%	20DF	$191.00
B22A	CONCENTRATED ACIDS 21-49%	30DM	$224.00
B22A	CONCENTRATED ACIDS 21-49%	55DM	$298.00
B22B	CONCENTRATED BASES	05DM	$191.00
B22B	CONCENTRATED BASES	20DF	$191.00
B22B	CONCENTRATED BASES	30DM	$219.00
B22B	CONCENTRATED BASES	55DM	$294.00
B29O	CYANIDE AND SULFIDE SOLUTIONS FOR INCINERATION	LBS	$4.45
Minimum Price $201.00 per 5 gallon pail			
Minimum Price $201.00 per 15 gallon drum			
Minimum Price $401.00 per 20 gallon drum			
Minimum Price $501.00 per 30 gallon drum			
Minimum Price $668.00 per 55 gallon drum			
B35	GLYCOLS	20DM	$73.00
B35	GLYCOLS	30DM	$91.00
B35	GLYCOLS	55DM	$122.00
CCC	ISOCYANATES	20DM	$357.00
CCC	ISOCYANATES	30DM	$446.00

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
CCC	ISOCYANATES	55DM	$594.00
CCRC	CORROSIVE INCINERABLES	05DM	$157.00
CCRC	CORROSIVE INCINERABLES	20DM	$314.00
CCRC	CORROSIVE INCINERABLES	30DM	$392.00
CCRC	CORROSIVE INCINERABLES	55DM	$523.00
CCRKS	SLUDGES AND LIQUID/SOLIDS FOR INCINERATION	05DM	$191.00
CCRKS	SLUDGES AND LIQUID/SOLIDS FOR INCINERATION	20DM	$359.00
CCRKS	SLUDGES AND LIQUID/SOLIDS FOR INCINERATION	30DM	$447.00
CCRKS	SLUDGES AND LIQUID/SOLIDS FOR INCINERATION	55DM	$597.00
CCS	CHARACTERISTIC SOLIDS FOR STABILIZATION	20DM	$128.00
CCS	CHARACTERISTIC SOLIDS FOR STABILIZATION	30DM	$161.00
CCS	CHARACTERISTIC SOLIDS FOR STABILIZATION	55DM	$214.00
CCSS	SEMI-SOLIDS FOR STABILIZATION	05DM	$94.00
CCSS	SEMI-SOLIDS FOR STABILIZATION	20DM	$167.00
CCSS	SEMI-SOLIDS FOR STABILIZATION	30DM	$205.00
CCSS	SEMI-SOLIDS FOR STABILIZATION	55DM	$265.00
CFL1	MERCURY BULBS FOR RECLAMATION	LBS	$1.39
Minimum Price $105.00 per 4 foot bulbs in a box			
Minimum Price $105.00 per 8 foot bulbs in a box			
CFL2	MISC. MERCURY BULBS FOR RECLAIM	LBS	$5.10
Minimum Price $105.00 per 5 gallon pail			
Minimum Price $209.00 per 20 gallon drum			
Minimum Price $261.00 per 30 gallon drum			
Minimum Price $349.00 per 55 gallon drum			
CFL3	MERCURY BULBS FOR STABILIZATION	LBS	$5.10
Minimum Price $105.00 per 5 gallon pail			
Minimum Price $209.00 per 20 gallon drum			
Minimum Price $261.00 per 30 gallon drum			
Minimum Price $349.00 per 55 gallon drum			
CFL4	MISC. MERCURY BULBS FOR RECLAIM	LBS	$5.10
Minimum Price $105.00 per 5 gallon pail			
Minimum Price $209.00 per 20 gallon drum			
Minimum Price $261.00 per 30 gallon drum			
Minimum Price $349.00 per 55 gallon drum			
CFL5	LOW PRESSURE SODIUM LAMPS FOR RECLAIM	LBS	$5.10
Minimum Price $105.00 per 5 gallon pail			
Minimum Price $209.00 per 20 gallon drum			
Minimum Price $261.00 per 30 gallon drum			
Minimum Price $349.00 per 55 gallon drum			

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
CFL6	UV LAMPS FOR RECLAIM	LBS	$6.10
Minimum Price $105.00 per 5 gallon pail			
Minimum Price $209.00 per 20 gallon drum			
Minimum Price $261.00 per 30 gallon drum			
Minimum Price $349.00 per 55 gallon drum			
CFL7	XENON ARC LAMPS FOR RECLAIM	LBS	$6.10
Minimum Price $105.00 per 5 gallon pail			
Minimum Price $209.00 per 20 gallon drum			
Minimum Price $261.00 per 30 gallon drum			
Minimum Price $349.00 per 55 gallon drum			
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	LBS	$6.10
Minimum Price $105.00 per 5 gallon pail			
Minimum Price $209.00 per 20 gallon drum			
Minimum Price $261.00 per 30 gallon drum			
Minimum Price $349.00 per 55 gallon drum			
CFL9	CRUSHED FLUORESCENT BULBS FOR RECLAMATION	LBS	$6.10
Minimum Price $105.00 per 5 gallon pail			
Minimum Price $209.00 per 20 gallon drum			
Minimum Price $261.00 per 30 gallon drum			
Minimum Price $349.00 per 55 gallon drum			
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	05DM	$108.00
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	20DM	$218.00
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	30DM	$272.00
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	55DM	$363.00
CHG-4	MERCURY SALTS AND SOLUTIONS FOR RETORT	05DM	$379.00
CHG-4	MERCURY SALTS AND SOLUTIONS FOR RETORT	20DM	$737.00
CHG-4	MERCURY SALTS AND SOLUTIONS FOR RETORT	30DM	$916.00
CHG-4	MERCURY SALTS AND SOLUTIONS FOR RETORT	55DM	$1215.00
CHSI	PCB SOLIDS FOR INCINERATION	20DM	$335.00
CHSI	PCB SOLIDS FOR INCINERATION	30DM	$419.00
CHSI	PCB SOLIDS FOR INCINERATION	55DM	$558.00
CNO	NON HAZARDOUS SOLID	05DM	$24.00
CNO	NON HAZARDOUS SOLID	20DM	$48.00
CNO	NON HAZARDOUS SOLID	30DM	$58.00
CNO	NON HAZARDOUS SOLID	55DM	$80.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	20DM	$69.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	30DM	$86.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	55DM	$114.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	FBIN	$412.00
COF	OIL FILTERS FOR RECLAMATION	05DM	$76.00

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
COF	OIL FILTERS FOR RECLAMATION	20DM	$153.00
COF	OIL FILTERS FOR RECLAMATION	30DM	$191.00
COF	OIL FILTERS FOR RECLAMATION	55DM	$255.00
D90K	HIGHER TOXICITY LIQUIDS FOR INCINERATION	05DM	$136.00
D90K	HIGHER TOXICITY LIQUIDS FOR INCINERATION	20DM	$271.00
D90K	HIGHER TOXICITY LIQUIDS FOR INCINERATION	30DM	$339.00
D90K	HIGHER TOXICITY LIQUIDS FOR INCINERATION	55DM	$451.00
D92K	HIGHER TOXICITY SOLIDS FOR INCINERATION	05DM	$136.00
D92K	HIGHER TOXICITY SOLIDS FOR INCINERATION	20DM	$271.00
D92K	HIGHER TOXICITY SOLIDS FOR INCINERATION	30DM	$339.00
D92K	HIGHER TOXICITY SOLIDS FOR INCINERATION	55DM	$451.00
EEE	EQUIPMENT FOR RECLAMATION	LBS	$0.51
Minimum Price $51.00 per 5 gallon pail			
Minimum Price $102.00 per 20 gallon drum			
Minimum Price $127.00 per 30 gallon drum			
Minimum Price $170.00 per 55 gallon drum			
Minimum Price $594.00 per flex bin			
Minimum Price $594.00 per pallet			
FB1	LIQUID FOR FUEL	20DM	$48.00
FB1	LIQUID FOR FUEL	30DM	$58.00
FB1	LIQUID FOR FUEL	55DM	$80.00
FB1	LIQUID FOR FUEL	85DM	$116.00
FB2	LIQUID FUEL WITH SOLIDS	20DM	$69.00
FB2	LIQUID FUEL WITH SOLIDS	30DM	$86.00
FB2	LIQUID FUEL WITH SOLIDS	55DM	$114.00
FB3	SEMI-LIQUID FOR FUEL	20DM	$86.00
FB3	SEMI-LIQUID FOR FUEL	30DM	$107.00
FB3	SEMI-LIQUID FOR FUEL	55DM	$143.00
FB4	ORGANIC SOLID FOR FUEL	20DM	$117.00
FB4	ORGANIC SOLID FOR FUEL	30DM	$144.00
FB4	ORGANIC SOLID FOR FUEL	55DM	$193.00
FB5	SOLID FUEL NOT PROCESS-ABLE (CONTAINS DEBRIS)	20DM	$186.00
FB5	SOLID FUEL NOT PROCESS-ABLE (CONTAINS DEBRIS)	30DM	$230.00
FB5	SOLID FUEL NOT PROCESS-ABLE (CONTAINS DEBRIS)	55DM	$308.00
LA99H	LABPACK ALKALI METALS KILN READY FOR INCINERATION	LBS	$13.70
Minimum Price $341.00 per 5 gallon pail			
Minimum Price $682.00 per 20 gallon drum			
Minimum Price $852.00 per 30 gallon drum			
Minimum Price $1,135.00 per 55 gallon drum			

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LBBGB	SMALL SEALED CELL BATTERIES AND PORTABLE ELECTRONICS FOR REC	LBS	$5.00
Minimum Price $201.00 per 5 gallon pail Minimum Price $668.00 per 55 gallon drum			
LBD	MIXED BATTERIES FOR RECLAMATION	05DM	$92.00
LBD	MIXED BATTERIES FOR RECLAMATION	20DM	$187.00
LBD	MIXED BATTERIES FOR RECLAMATION	30DM	$232.00
LBD	MIXED BATTERIES FOR RECLAMATION	55DM	$311.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	05DM	$92.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	20DM	$187.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	30DM	$232.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	55DM	$311.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	05DM	$136.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	20DM	$271.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	30DM	$339.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	55DM	$451.00
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	05DM	$0.00
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	20DM	$0.00
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	30DM	$0.00
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	55DM	$0.00
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	PAL	$0.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	05DM	$98.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	20DM	$172.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	30DM	$209.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	55DM	$272.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	85DM	$394.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	95DM	$436.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	05DM	$98.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	16DM	$163.00

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	20DM	$172.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	30DM	$209.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	55DM	$272.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	85DM	$394.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	95DM	$436.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	05DM	$98.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	15DM	$163.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	20DM	$172.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	30DM	$209.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	55DM	$272.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	85DM	$394.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	FBIN	$952.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	05DM	$98.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	20DM	$172.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	30DM	$209.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	55DM	$272.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	FBIN	$952.00
LCCRI	LABPACK REQUIRED TO BE PACKAGED ALONE PER DOT	05DM	$205.00
LCCRI	LABPACK REQUIRED TO BE PACKAGED ALONE PER DOT	20DM	$409.00
LCCRI	LABPACK REQUIRED TO BE PACKAGED ALONE PER DOT	30DM	$511.00
LCCRI	LABPACK REQUIRED TO BE PACKAGED ALONE PER DOT	55DM	$682.00
LCCRN	LABPACK NON-HAZARDOUS FOR INCINERATION	05DM	$86.00
LCCRN	LABPACK NON-HAZARDOUS FOR INCINERATION	20DM	$151.00
LCCRN	LABPACK NON-HAZARDOUS FOR INCINERATION	30DM	$183.00
LCCRN	LABPACK NON-HAZARDOUS FOR INCINERATION	55DM	$236.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	05DM	$98.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	15DM	$163.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	16DM	$163.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	20DM	$172.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	30DM	$209.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	55DM	$272.00
LCCRP	LABPACK DIOXINS AND DIOXIN PRECURSORS	LBS	$33.00
Minimum Price $171.00 per 5 gallon pail Minimum Price $648.00 per 20 gallon drum			
LCCRQ	AEROSOLS FOR INCINERATION	55DM	$194.00

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LCCRQ	AEROSOLS FOR INCINERATION	FBIN	$777.00
LCHG1	ELEMENTAL MERCURY FOR TREATMENT/STABILIZATION	LBS	$50.00
Minimum Price $613.00 per 5 gallon pail			
Minimum Price $1,227.00 per 20 gallon drum			
Minimum Price $1,533.00 per 30 gallon drum			
Minimum Price $2,045.00 per 55 gallon drum			
LCHG2	LABPACK MERCURY DEVICES / MERCURY DEBRIS FOR RETORT	LBS	$50.00
Minimum Price $613.00 per 5 gallon pail			
Minimum Price $1,227.00 per 20 gallon drum			
Minimum Price $1,533.00 per 30 gallon drum			
Minimum Price $2,045.00 per 55 gallon drum			
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	LBS	$50.00
Minimum Price $613.00 per 5 gallon pail			
Minimum Price $1,227.00 per 20 gallon drum			
Minimum Price $1,533.00 per 30 gallon drum			
Minimum Price $2,045.00 per 55 gallon drum			
LCHSI	LABPACK PCBS FOR INCINERATION	05DM	$236.00
LCHSI	LABPACK PCBS FOR INCINERATION	20DM	$451.00
LCHSI	LABPACK PCBS FOR INCINERATION	30DM	$558.00
LCHSI	LABPACK PCBS FOR INCINERATION	55DM	$737.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYLE	$15.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYLG	$105.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYME	$74.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYSM	$31.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYXL	$318.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	CYLE	$90.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	CYLG	$239.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	CYME	$111.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	CYSM	$90.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	CYLE	$61.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	CYLG	$81.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	CYME	$67.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	CYSM	$61.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	CYXL	$318.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	CYLE	$61.00

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	CYLG	$137.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	CYME	$129.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	CYSM	$67.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	CYLE	$170.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	CYLG	$844.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	CYME	$499.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	CYSM	$322.00
LCY7	TOXIC CYLINDERS FOR DISPOSAL	CYME	$1145.00
LFB1	LABPACK FOR FUELS BLENDING	05DM	$66.00
LFB1	LABPACK FOR FUELS BLENDING	20DM	$109.00
LFB1	LABPACK FOR FUELS BLENDING	30DM	$131.00
LFB1	LABPACK FOR FUELS BLENDING	55DM	$167.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	05DM	$76.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	20DM	$153.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	30DM	$191.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	55DM	$255.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	FBIN	$801.00
LPTP	PAINT IN CANS, ROLLOFF BOX ONLY	LBS	$0.57
LRCT	LABPACK REACTIVES FOR INCINERATION	LBS	$4.45
Minimum Price $201.00 per 5 gallon pail			
Minimum Price $401.00 per 20 gallon drum			
Minimum Price $501.00 per 30 gallon drum			
Minimum Price $668.00 per 55 gallon drum			
LRCTA	LABPACK REACTIVE ACID & ACID COMPATIBLES FOR INCINERATION	LBS	$4.45
Minimum Price $201.00 per 5 gallon pail			
Minimum Price $401.00 per 20 gallon drum			
Minimum Price $501.00 per 30 gallon drum			
Minimum Price $668.00 per 55 gallon drum			
LRCTB	LABPACK REACTIVE BASIC & BASIC COMPATIBLES FOR INCINERATION	LBS	$4.45
Minimum Price $201.00 per 5 gallon pail			
Minimum Price $401.00 per 20 gallon drum			
Minimum Price $501.00 per 30 gallon drum			
Minimum Price $668.00 per 55 gallon drum			

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LRCTC	LABPACK REACTIVE ORGANICS FOR INCINERATION	LBS	$4.45
Minimum Price $201.00 per 5 gallon pail			
Minimum Price $401.00 per 20 gallon drum			
Minimum Price $501.00 per 30 gallon drum			
Minimum Price $668.00 per 55 gallon drum			
LRCTD	LABPACK REACTIVE FLAMMABLES FOR INCINERATION	LBS	$4.45
Minimum Price $201.00 per 5 gallon pail			
Minimum Price $401.00 per 20 gallon drum			
Minimum Price $501.00 per 30 gallon drum			
Minimum Price $668.00 per 55 gallon drum			
LRCTO	LABPACK REACTIVE OXIDIZERS FOR INCINERATION	LBS	$4.45
Minimum Price $201.00 per 5 gallon pail			
Minimum Price $401.00 per 20 gallon drum			
Minimum Price $501.00 per 30 gallon drum			
Minimum Price $668.00 per 55 gallon drum			
LRCTQ	LABPACK REACTIVE COMPRESSED GAS CARTRIDGE FOR INCINERATION	LBS	$4.45
Minimum Price $201.00 per 5 gallon pail			
Minimum Price $401.00 per 20 gallon drum			
Minimum Price $501.00 per 30 gallon drum			
Minimum Price $668.00 per 55 gallon drum			

Profile Disposal Pricing

Profile No	Waste Description	UOM	Price (USD)
BTMPG-014PB	LATEX PAINT IN CANS - ROLL OFF BOX COLLECTION	LBS	$0.35
BTMPG-100PB	LATEX PAINT IN CANS (BULK - ROLLOFF)	LBS	$0.35
BTMPW-026PB	LATEX PAINT IN CANS (BULK - ROLLOFF)	LBS	$0.35
CH1590215	LATEX PAINT IN CANS (BULK - ROLLOFF)	LBS	$0.35

Clean Harbors House Hold Hazardous Waste Pricing Schedule

GENERAL CONDITIONS

1. Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
2. Pricing effective March 5,2024
3. Terms: Net 30 Days
4. Interest will be charged at 1.5% per month or maximum allowed by law for all past due amounts.
5. Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
6. Materials subject to additional charges if they do not conform to the listed specifications.
7. All drums for disposal must be D.O.T. approved containers and in good condition.
8. All containers must be marked with Clean Harbors' profile number.
9. Clean Harbors will provide a manifest and necessary labels for transportation with a charge per label.
10. Clean Harbors will charge $125 per profile for initial profile approval. An annual re-certification fee of $35 per profile will apply thereafter.
11. Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery method must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
12. Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of $400.00 per cylinder. Cylinders larger than medium size will be quoted case by case. This charge may be sent as a supplemental invoice.
13. A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 17.0%, is included in our quoted pricing.
14. Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
15. Pickups that require same day or next day service may be subject to additional charges.
16. Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
17. Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
18. Out of Service (OSD) for PCB incinerables should be clearly identified in Section 14 of the manifest. Prices for these items are only effective if received within 6 months of the OSD.
19. Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.
20. In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
21. EPA Requires electronic filing and reporting of manifest. To cover the cost of the E-Manifest and administrative cost of entering manifest into the system and managing the data, Clean Harbors will charge $27 per manifest on every invoice.
22. California Generators. CARRAA Fee: The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CA RRAA) of 2017 has increased the cost of providing waste management services in the State of California. To off-set this extra cost, Clean Harbors is implementing a 2.5% CA RRAA Fee on every invoice for a California generator.
23. Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
24. Final invoicing will be based upon the unit rates for those items used in performance of the services and materials shipped for disposal. In the event the unit price of an item required for proper performance of service is not listed in this quotation, the item will be invoiced at list pricing.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 15, 2024

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

SUBJECT/TITLE: **Request approval for the Interlocal Agreement between Highlands County and Spring Lake Improvement District**

STATEMENT OF ISSUE

This is the amended and revised Interlocal Agreement with the Spring Lake Improvement District in regards to right-of-way mowing services performed by Spring Lake. The current Interlocal was initiated in 1993 to allow Spring Lake to mow the rights-of-way of the County Maintained roadways within the District boundaries. Due to the length of time since inception, the funding allotment and additional clarity on areas maintained were in need of amendment. This revised Interlocal will provide Spring Lake with the current mowing rates and allow Highlands County to continue to partner with them to maintain our rights-of-way.

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County and Spring Lake Improvement District

FISCAL IMPACT

The Fiscal Impact is $25,178.16 from the Transportation Trust Fund (Fund 110)/Cost Center 4106/Account 54900.

Attachments: Spring Lake - Highlands County Interlocal Agreement.pdf

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN HIGHLANDS COUNTY, FLORIDA AND THE SPRING LAKE IMPROVEMENT DISTRICT FOR RIGHT OF WAY MOWING SERVICES

THIS INTERLOCAL AGREEMENT is made and entered into by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, FL 33870, ("**County**"), and the Spring Lake Improvement District, an independent special district created pursuant to Florida Statutes, Chapter 189, 115 Spring Lake Boulevard, Sebring, FL 33876 ("**District**").

WITNESSETH:

WHEREAS, the District understands that the County provides mowing services of its various rights of way and medians throughout the County based on a schedule established by the County, as it deems necessary and appropriate from time to time as a planning level function of County government; and

WHEREAS, in 1993, the District and the County entered into an interlocal agreement for the District to provide mowing services in certain County rights of way which are located within the boundaries of the District ("Original Interlocal Agreement"); and

WHEREAS, the District and the County acknowledge that the conditions within the District and the services provided by the District have changed since the time the Original Interlocal Agreement was approved; and

WHEREAS, the District and the County have determined that it is in their mutual best interest to revise the Original Interlocal Agreement.

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

1. Recitals.
The above recitals are true and correct and incorporated herein.

2. Amended and Restated Agreement.
The terms and conditions of the Original Interlocal Agreement are hereby replaced in their entirety with the terms and conditions of this Agreement.

3. Rights of Way Subject to this Agreement.
The County owned rights of way and median areas as listed on **Exhibit "A,"** attached hereto, are located within the boundaries of the Spring Lake Improvement District and are subject to the terms and conditions of this Agreement ("Right of Way").

4. District Responsibilities.

The District hereby agrees to provide mowing services in the Right of Way no fewer than six (6) times each year.

5. County Responsibilities.

The County shall pay the District the amount of **Twenty-five Thousand One Hundred Seventy-eight and 16/100 Dollars ($25,178.16)** annually for mowing of the Right of Way as set forth herein. Quarterly payments shall be made by the County to the District in the amount of **Six Thousand Two Hundred Ninety-four and 54/100 ($6,294.54)** with the first payment beginning immediately upon execution of this Agreement and thereafter, in January, April, July and October of each year this Agreement remains in effect.

6. Term and Termination.

This Agreement shall take effect on the date of approval by the County ("Effective Date") and shall remain in effect until such time as terminated. Either party may terminate this Agreement by providing at least ninety (90) days written notice to the other party.

7. Independent Contractor.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the District, 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 District will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Districts's activities and responsibilities hereunder.

8. Sovereign Immunity.

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

9. Indemnification.

The District 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 District, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The District 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 District, 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 District waives any and all rights 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.

10. E-Verify.

Pursuant to Florida Statutes, Section 448.095, the District 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 District 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 District stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the District 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 District's breach of this provision, any and all such costs shall be paid by the District 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.

11. Entire Agreement.

This Agreement and any amendments hereto constitute the entire Agreement between the parties relating to the specific matters set forth herein, and no other prior agreements or understandings shall have any force or affect whatsoever on this Agreement or the parties hereto.

12. Notice.

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

COUNTY: Highlands County
Attention: County Administrator
600 N. Commerce
Sebring, FL 33780

DISTRICT: Spring Lake Improvement District
Attention: District Manager
115 Spring Lake Boulevard
Sebring, FL 33876

13. Governing Law and Venue.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida.

14. Waiver.

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

15. Amendment.

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

16. Severability.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

17. Joint Negotiations.

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

18. Recording.

The County shall record this Agreement as required by the Act immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the District.

19. Signatures.

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 shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, this Interlocal Agreement is hereby executed on the dates show below.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By:_____
Kevin Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

SPRING LAKE IMPROVEMENT DISTRICT

By:_____
Joseph DeCerbo, District Manager

EXHIBIT "A"
Right of Way

ID	Street	Maintenance	Length.amt	Length.unit	Mowing Acreage.amt	Mowing Acreage.unit
71	DUANE PALMER BLVD	COUNTY PAVED ROAD	8198	ft	8.28	ac
1556	LONGBOW DR	COUNTY PAVED ROAD	1742.4	ft	1.28	ac
816	CORAL RIDGE RD	COUNTY PAVED ROAD	6758.4	ft	4.96	ac
2168	SPRING LAKE BLVD	COUNTY PAVED ROAD	5544	ft	5.3	ac
296	MADRID DR	COUNTY PAVED ROAD	2904	ft	1.87	ac
943	DUANE PALMER BLVD	COUNTY PAVED ROAD	5843	ft	7.78	ac
969	EDGEWATER TER	COUNTY PAVED ROAD	3984	ft	2.93	ac
100027	CONCORD ST	COUNTY PAVED ROAD	3008	ft	2.21	ac
1252	COZUMEL LN	COUNTY PAVED ROAD	3115.2	ft	2.29	ac
497	ARROWHEAD DR	COUNTY PAVED ROAD	1900.8	ft	1.4	ac
2098	SHERWOOD WAY	COUNTY PAVED ROAD	897.6	ft	0.66	ac
2334	VALE CT	COUNTY PAVED ROAD	264	ft	0.19	ac
2863	LAKEVIEW BLVD	COUNTY PAVED ROAD	686	ft	1.17	ac
601	BLOSSOM DR	COUNTY PAVED ROAD	2161	ft	1.59	ac
1642	MEADOW LAND RD	COUNTY PAVED ROAD	1161.6	ft	0.85	ac
1835	PARKWOOD ST	COUNTY PAVED ROAD	1795.2	ft	1.32	ac
101042	DUANE PALMER BLVD	COUNTY PAVED ROAD	5567	ft	5.62	ac
1807	OXFORD RD	COUNTY PAVED ROAD	897.6	ft	0.66	ac
100026	CONCORD DR	COUNTY PAVED ROAD	686.4	ft	0.47	ac
1638	MAYA CT	COUNTY PAVED ROAD	316.8	ft	0.23	ac
1463	THUNDER RD	COUNTY PAVED ROAD	4338	ft	3.59	ac

452 FLORAL DR	COUNTY PAVED ROAD	3009.6 ft	2.76 ac
1806 OXBOW DR	COUNTY PAVED ROAD	2323.2 ft	1.71 ac
2017 RYAN RD	COUNTY PAVED ROAD	1003.2 ft	0.69 ac
2281 SHERMAN TER	COUNTY PAVED ROAD	2112 ft	1.55 ac
1113 GLENS CT	COUNTY PAVED ROAD	1108.8 ft	0.81 ac
1137 GRANADA RD	COUNTY PAVED ROAD	3220.8 ft	2.37 ac
2024 SALEM CT	COUNTY PAVED ROAD	528 ft	0.39 ac
2218 SUN VALLEY DR	COUNTY PAVED ROAD	1742.4 ft	1.28 ac
173 RYAN RD	COUNTY PAVED ROAD	1214.4 ft	0.84 ac
171 LAKESIDE WAY	COUNTY PAVED ROAD	3748.8 ft	2.58 ac
1942 REDWOOD TER	COUNTY PAVED ROAD	1056 ft	0.78 ac
1993 ROLLING HILLS RD	COUNTY PAVED ROAD	5382 ft	3.95 ac
1603 MAPLE LN	COUNTY PAVED ROAD	1848 ft	1.36 ac
1270 HONEYSUCKLE DR	COUNTY PAVED ROAD	1620 ft	1.19 ac
2721 COZUMEL LN	COUNTY PAVED ROAD	2481.6 ft	1.82 ac
2862 VALENCIA RD	COUNTY PAVED ROAD	1172 ft	0.86 ac
2808 HONEYSUCKLE DR	COUNTY PAVED ROAD	1944.4 ft	1.43 ac
2371 VOSS CT	COUNTY PAVED ROAD	264 ft	0.19 ac
1759 OAK KNOLLS CIR	COUNTY PAVED ROAD	1900.8 ft	1.4 ac
913 DOGWOOD DR	COUNTY PAVED ROAD	1214.4 ft	0.89 ac
2470 WOODMONT ST	COUNTY PAVED ROAD	2164.8 ft	1.59 ac
2167 SPRING HILL RD	COUNTY PAVED ROAD	3075 ft	2.26 ac

715 CASTILE RD	COUNTY PAVED ROAD	5975 ft	4.39 ac
1476 LAKEVIEW BLVD	COUNTY PAVED ROAD	3230 ft	5.6 ac
1464 THUNDER RD	COUNTY PAVED ROAD	2376 ft	2.84 ac
743 CHERRY TREE DR	COUNTY PAVED ROAD	1636.8 ft	1.2 ac
1862 PINE GLEN RD	COUNTY PAVED ROAD	4329.6 ft	3.18 ac
177 THUNDER RD	COUNTY PAVED ROAD	1130 ft	1.35 ac
1009 RED CEDAR RD	COUNTY PAVED ROAD	2077 ft	2 ac
1680 MONTE REAL BLVD	COUNTY PAVED ROAD	2851.2 ft	2.88 ac
1639 MAYA DR	COUNTY PAVED ROAD	1478.4 ft	1.02 ac
1169 HAMPSHIRE DR	COUNTY PAVED ROAD	4699.2 ft	3.45 ac
172 CYPRESS CT	COUNTY PAVED ROAD	264 ft	0.18 ac
1538 LIME TREE DR	COUNTY PAVED ROAD	1372.8 ft	1.01 ac
175 AQUAVISTA DR	COUNTY PAVED ROAD	2270.4 ft	1.56 ac
1370 KENWOOD PL	COUNTY PAVED ROAD	2270.4 ft	1.67 ac
1668 MIMOSA CT	COUNTY PAVED ROAD	211.2 ft	0.16 ac
1092 GARDEN TER	COUNTY PAVED ROAD	844.8 ft	0.62 ac
2455 WILSON TER	COUNTY PAVED ROAD	2428.8 ft	1.67 ac
174 CYPRESS TER	COUNTY PAVED ROAD	897.6 ft	0.62 ac
690 CANDLER TER	COUNTY PAVED ROAD	2164.8 ft	1.59 ac
815 CORAL RIDGE CT	COUNTY PAVED ROAD	158.4 ft	0.12 ac
1863 PINE LN	COUNTY PAVED ROAD	686.4 ft	0.5 ac
889 DELLS DR	COUNTY PAVED ROAD	1056 ft	0.78 ac

2471 WOODSIDE PL	COUNTY PAVED ROAD	950.4 ft	0.7 ac
2085 SAGEWOOD LN	COUNTY PAVED ROAD	654 ft	0.48 ac
301 HOLLY DR	COUNTY PAVED ROAD	1425.6 ft	0.98 ac
695 CAPRI DR	COUNTY PAVED ROAD	475.2 ft	0.35 ac
1846 PEBBLE LN	COUNTY PAVED ROAD	2428.8 ft	1.78 ac
829 COSTA DEL SOL DR	COUNTY PAVED ROAD	950.4 ft	0.7 ac
462 ALPINE TER	COUNTY PAVED ROAD	844.8 ft	0.62 ac
556 BAY LN	COUNTY PAVED ROAD	1108.8 ft	0.81 ac
1864 FRIENDLY CIR	COUNTY PAVED ROAD	1689.6 ft	1.24 ac
2459 WINSTON RD	COUNTY PAVED ROAD	897.6 ft	0.66 ac
2336 VALENCIA RD	COUNTY PAVED ROAD	2974 ft	2.18 ac
1250 HOLLY DR	COUNTY PAVED ROAD	1425.6 ft	0.98 ac
853 BAYHILL LN	COUNTY PAVED ROAD	1108.8 ft	0.81 ac
300 GLEN MAR CT	COUNTY PAVED ROAD	158.4 ft	0.11 ac
178 LIN RD	COUNTY PAVED ROAD	1953.6 ft	1.44 ac
1960 RIDGE CT	COUNTY PAVED ROAD	211.2 ft	0.16 ac
100028 GREENWAY TER	COUNTY PAVED ROAD	686.4 ft	0.47 ac
1980 ROBINHOOD TER	COUNTY PAVED ROAD	1478.4 ft	1.09 ac
1901 PRADO CT	COUNTY PAVED ROAD	528 ft	0.39 ac
471 ANDES CT	COUNTY PAVED ROAD	1108.8 ft	0.81 ac
1861 TWISTED OAKS DR	COUNTY PAVED ROAD	1108.8 ft	0.81 ac
1760 OAK LN	COUNTY PAVED ROAD	686.4 ft	0.5 ac

1527 LEXINGTON DR	COUNTY PAVED ROAD	1161.6 ft	0.85 ac
1111 GLEN MAR CIR	COUNTY PAVED ROAD	3150 ft	2.31 ac
649 BROOK LN	COUNTY PAVED ROAD	580.8 ft	0.56 ac
2294 TIZZWOOD DR	COUNTY PAVED ROAD	422.4 ft	0.31 ac
1136 GRANADA CT	COUNTY PAVED ROAD	211.2 ft	0.16 ac
1662 MILAN RD	COUNTY PAVED ROAD	422.4 ft	0.31 ac
824 CORTEZ RD	COUNTY PAVED ROAD	897.6 ft	0.66 ac
1337 BLAZING STAR RD	COUNTY PAVED ROAD	1214.4 ft	0.89 ac
100036 ANNONA CT	COUNTY PAVED ROAD	264 ft	0.18 ac
499 ASCOT CT	COUNTY PAVED ROAD	686.4 ft	0.5 ac
1315 IVY DR	COUNTY PAVED ROAD	1056 ft	0.78 ac
1674 MIRADOR DR	COUNTY PAVED ROAD	1531.2 ft	1.12 ac
2469 WOODMONT CT	COUNTY PAVED ROAD	105.6 ft	0.08 ac
2033 SAN MARCO DR	COUNTY PAVED ROAD	750 ft	0.55 ac
100037 BRIDGEVIEW DR	COUNTY PAVED ROAD	1161.6 ft	0.8 ac
2458 WINSTON DR	COUNTY PAVED ROAD	897.6 ft	0.66 ac
100029 GREENWOOD TER	COUNTY PAVED ROAD	775 ft	0.47 ac
427 ACORN TER	COUNTY PAVED ROAD	739.2 ft	0.54 ac
2163 SPRING CT	COUNTY PAVED ROAD	211.2 ft	0.16 ac
1786 FABBER CT	COUNTY PAVED ROAD	211.2 ft	0.16 ac
1679 MONSERRAT RD	COUNTY PAVED ROAD	1056 ft	0.78 ac
828 COSTA BRAVO DR	COUNTY PAVED ROAD	897.6 ft	0.66 ac

912 DOGWOOD CT	COUNTY PAVED ROAD	158.4 ft	0.12 ac
1537 LIME TREE CT	COUNTY PAVED ROAD	369.6 ft	0.27 ac
714 CASTILE CT	COUNTY PAVED ROAD	316.8 ft	0.23 ac
1832 PARKWOOD ST	COUNTY PAVED ROAD	211.2 ft	0.16 ac
911 DOGWOOD CIR	COUNTY PAVED ROAD	330 ft	0.19 ac
2309 TRIDENT CT	COUNTY PAVED ROAD	330 ft	0.19 ac

158.46 Total Acres

X $17.30/acre

$2,741.36/Cut

X 6 cuts per year

$16,448.16 - RIGHT OF WAY TRACTOR MOWING

21,159' or 5.82 acres @ 12' width

X $250/acre

$1,455/Cut

X 6 cuts per year

$8,730 - MEDIAN MOWING

$25,178.16 - TOTAL MOWING COSTS

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 15, 2024

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-011 for Budget Amendment 23-24-187 to clean up Hospital District (FY21-22) funding in Project 21080 and to appropriate Hospital District (FY22-23) funding in Project 22050.**

STATEMENT OF ISSUE

This budget amendment is necessary to clean up Project 21080 balances according to actuals as of yearend to maintain the authorized balances, and to appropriate Hospital District Board funding to Project 22050.

RECOMMENDED ACTION

Request adoption of Resolution 24-25-011 for Budget Amendment 23-24-187 to clean up Hospital District (FY21-22) funding in Project 21080 and to appropriate Hospital District (FY22-23) funding in Project 22050.

FISCAL IMPACT

The fiscal impact is a decrease to Fund 155 (Hospital District) in the amount of $2,107.93 to Project 21080 (Hospital District Board 21-22) and an increase to Fund 155 in the amount of $38,000.00 to Project 22050 (Hospital District Board 22-23), cost center 1155 (Hospital District), account 51200Z (Project Regular Salaries) for a net fiscal impact of $35,892.07 increase.

Attachments: 23-24-187 Projs 21080_ 22050 Hospital Distict Allocation (BA).pdf
23-24-187R Projs 21080_22050 Hospital District Allocation (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
October 4, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/2/2024** SUBMITTED BY: **OMB**

FUND(S): **155** FUND TITLE(S): **Hospital District** COST CENTER(S) #: **1155**

PROJECT(S) #: **21080/22050** PROJECT TITLE(S): **Hospital District Board 21-22 Hospital District Board FY22-23** COST CENTER TITLE(S): **Hospital District**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	155		3999100Z	Project Fd Bal Forward	21080	18,740.20		2,107.93	16,632.27
E	155	1155	51200Z	Project Regular Salaries	21080	13,837.42		2,107.93	11,729.49
E	155	1155	53400Z	Project Contractual Svc	21080	11,400.00		643.50	10,756.50
E	155	1155	52200Z	Project Retirement Cont	21080	285.98	643.50		929.48
R	155		3999100	Fund Bal Brought Forward		0.00	38,000.00		38,000.00
R	155		3999100	Fund Bal Brought Forward		38,000.00		38,000.00	0.00
R	155		3999100Z	Project Fd Bal Forward	22050	0.00	38,000.00		38,000.00
E	155	1155	51200Z	Project Regular Salaries	22050	0.00	38,000.00		38,000.00

REASON: **To clean up project funding from FY22-23 to FY23-24 on Project 21080 and bring fund balance forward for Project 22050.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-187**

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 10/13/2023

RESOLUTION NO. 24-25-011

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-187 TO THE HOSPITAL DISTRICT 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 Hospital District 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 23-24-187 is hereby approved and authorized to clean up project 21080 balance in FY22-23 into FY23-24 according to actuals after end-of-year close-out to maintain the authorized balances and to allocate budget to project 22050 for a net increase in the amount of $35,892.07.

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 15th 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 15, 2024

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-188 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 23-24-188 for FY 23/24 cost center cleanup for budgets exceeded.

FISCAL IMPACT

The fiscal impact of $165,000.00 is a realignment to the following funds (amounts): Fund 005 General ($14,000.00), Fund 110 Transportation Trust ($150,000.00), and Fund 152 Tourist Development Trust ($1,000.00) totaling $165,000.00.

Attachments: 23-24-188 Cost Center Cleanup #4 (BA).pdf

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/8/2024** 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**	**2106**	**51200**	**Regular Salaries & Wages**		**215,974.00**		**10,500.00**	**205,474.00**
E	**005**	**5226**	**53400**	**Contractual Services**		**203,480.00**	**3,000.00**		**206,480.00**
E	**005**	**6209**	**52200**	**Retirement Contributions**		**13,829.00**	**2,500.00**		**16,329.00**
E	**005**	**6303**	**54600**	**Repair & Maintenance**		**13,081.00**	**5,000.00**		**18,081.00**
E	**005**	**6304**	**51200**	**Regular Salaries & Wages**		**141,550.00**		**3,500.00**	**138,050.00**
E	**005**	**6304**	**55230**	**Attractive Property - Inventory**		**0.00**	**3,500.00**		**3,500.00**
									0.00

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

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-188**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

XX ITEM TO ITEM

_____ RESERVE

_____ BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

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

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-188

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	110	4102	51200	Regular Salaries & Wages		2,618,413.00		150,000.00	2,468,413.00
E	110	4102	54600	Repair & Maintenance		843,516.00	134,000.00		977,516.00
E	110	4105	54300	Utility Services		136,800.00	15,000.00		151,800.00
E	110	4200	55200	Operating Supplies		150.00	1,000.00		1,150.00
E	152	5301	53400	Contractual Services		176,200.00		1,000.00	175,200.00
E	152	5301	51400	Overtime		-	1,000.00		1,000.00
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER _____

FUND(S)	FUND TITLE(S)
005	General
110	Transportation Trust
152	Tourist Development

COST CTR(S)	COST CENTER TITLE(S)
2106	Office of Mgmt & Budget
5226	Transportation Disadvantage Prog.
6209	Libraries - Avon Park
6303	Natural Resources
6304	Coop Aquatic Plant Prog.
4102	R&B Services
4105	Traffice Operations
4200	Road & Bridge
5301	Tourist Dev. - Operations

FND	CST CTR	PROJ #	PROJECT TITLE

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct. 15, 2024

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

SUBJECT/TITLE: **Request approval of the Amendment 2, to the Agreement with Roper, Townsend & Sutphen, P.A., to recognize the name change of the firm.**

STATEMENT OF ISSUE

The County entered into a Legal Services Agreement with Bell & Roper, P.A., on March 16, 2021, and on October 19, 2021, the parties executed Amendment 1, acknowledging the name change of the firm to Roper, P.A. The firm has once again changed its name and is now known as Roper, Townsend & Sutphen P.A. There are no other changes to the Agreement other than to recognize the name change of the firm.

RECOMMENDED ACTION

Move to approve Amendment 2, to Agreement with Roper, Townsend & Sutphen to recognize the name change of the firm name.

FISCAL IMPACT

N/A

Attachments: Amendment 2.Highlands and RTS PA.SGS.pdf

AMENDMENT 2 TO THE LEGAL SERVICES AGREEMENT BETWEEN HIGHLANDS COUNTY AND ROPER, TOWNSEND & SUTPHEN, P.A.

THIS AMENDMENT is made by and between Highlands County, 600 S. Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and Roper, Townsend & Sutphen, P.A., 255 S. Orange Avenue, Suite 750, Orlando, Florida 32801 ("RTS").

WHEREAS, the County entered into a Legal Services Agreement with Bell & Roper, P.A., on March 16, 2021; and

WHEREAS, on October 19, 2021, the parties executed Amendment 1, acknowledging the firm name change to Roper, P.A.; and

WHEREAS, the firm has changed its again and is now known as Roper, Townsend & Sutphen P.A.; and

WHEREAS, the parties have determined that it is in their mutual best interest to further amend the Agreement to recognize the name change of the firm.

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

1. The Agreement is hereby amended to change the firm name from Roper, P.A., to Roper, Townsend & Sutphen, P.A., with all responsibilities of Roper, P.A., being fully assumed by Roper, Townsend & Sutphen, P.A.

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

_____
Kevin Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

ROPER, TOWNSEND & SUTPHEN, P.A.

_____
Sherry G. Sutphen, Partner

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 15, 2024

PRESENTER: **County Administrator Laurie Hurner**

SUBJECT/TITLE: **Request approval of the 2025 board meeting schedule.**

STATEMENT OF ISSUE

Adoption of the regular board meeting schedule in accordance with Resolution 22-23-18.

RECOMMENDED ACTION

Move to approve the 2025 board meeting schedule of regular board meetings, and an additional special board meeting on Tuesday, November 25, 2025, for the specific purpose of processing the fiscal year-end close outs.

Attachments: 2025 Schedule of Board Meetings.docx

2025 Schedule of Board Mee?ngs
pursuant to procedures adopted in Resolu?on 22-23-18

January 7, 2025

January 23, 2025 (Thursday)

February 4, 2025

February 18, 2025

March 4, 2025

March 18, 2025

April 1, 2025

April 18, 2025

May 6, 2025

May 20, 2025

June 3, 2025

June 17, 2025

July 1, 2025

July 15, 2025

August 5, 2025

August 19, 2025

September 2, 2025

September 16, 2025

October 7, 2025

October 21, 2025

November 4, 2025

November 18, 2025

November 25, 2025 (Special mee?ng for Fiscal Year-End closeouts)

December 2, 2025

December 16, 2025

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 15, 2024

PRESENTER:	**Brandon Gunn, Parks & Facilities Director**
SUBJECT/TITLE:	**Request the appointment of Carolyn Morrison, nominated by the Town of Lake Placid, as a regular voting member to the Highlands County Recreation & Parks Advisory Board.**

STATEMENT OF ISSUE

On the Recreation & Parks Advisory Committee (RPAC), the Town of Lake Placid has two (2) voting members and one (1) alternate voting member seats on the Recreation & Parks Advisory Committee (RPAC). One of the two regular voting members term expired in July, and the Town has nominated Carolyn Morrison to fill that seat.

RECOMMENDED ACTION

Move to appoint Carolyn Morrison, nominated by the Town of Lake Placid, as a regular voting member to the Highlands County Recreation & Parks Advisory Board.

FISCAL IMPACT

There is no fiscal impact.

Attachments: ToLP Carolyn Morrison.pdf

Town of Lake Placid 1069 US Highway 27 N
Lake Placid, Florida 33852

October 1, 2024

To whom it may concern:

During the Town Council Meeting on September 9, 2024, the Town Council of Lake Placid formally recommended to the Highlands County Board of County Commissioners the appointment of Carolyn Morrison, a resident of Lake Placid, to serve on the Highlands County Recreational and Parks Advisory Commission (RPAC).

We kindly request any additional information necessary to facilitate the consideration of this recommendation by the Board of County Commissioners. We express our sincere gratitude in advance for the board's thoughtful consideration of Ms. Morrison's appointment.

Sincerely

Eva Cooper-Hapeman, Town Clerk
Town of Lake Placid

Town of Lake Placid 1069 US Highway 27 N- Lake Placid, Florida 33852

TOWN OF LAKE PLACID

APPLICATION VOLUNTEER BOARDS/COMMISSIONS/COMMITTEES

Application information

Full name:	MORRISON, CAROLYN	Date:	3 Sept 2024
	Last First M.I.		
Address:	119 Sunset Pointe Blvd	Phone:	540-680-9426
	Street address Apt/Unit #		
	Lake Placid , FL 33852	Email:	Cjmorrison89@gmail.com
	City State Zip Code		

The questions below are not a requirement of the Utilities Commission, see page 3 for requirements.

Do you live in the Lake Placid area?	Yes ☒	No ☐
Are you a resident of the Town of Lake Placid?	Yes ☒	No ☐
Do you own property in the Town?	Yes ☒	No ☐
Do you own a business in the Town?	Yes ☐	No ☒

Please Select the Board(s)/Committee(s) you are interested in serving on:

__X_____Highlands county Recreation and parks advisory committee
Note: The Town Council recommends appointment to the Highlands County Recreation and Parks Advisory Committee

What Qualifications would you Bring to this Board or Commission if Appointed?

Hello, I am excited to present my name and qualifications to the Lake Placid Town Council for consideration as a member of the Recreation and Parks Advisory Committee.

I am a West Point graduate and trained Senior Leader and Coach. I have spent my life achieving a variety of objectives through team building and creating a shared common vision.

A little about me and my background: My family decided to settle in Lake Placid almost 4 years ago. We absolutely love the small town feel and charm within Lake Placid.

The qualifications I offer the RPAC include a variety of many elements of my life. I grew up in a small farming town in northern California. I played many sports, including racquetball, softball, basketball, field hockey and swimming. I have always been an avid sportsman. During high school, I served as Class President for two years as well as being a member/leader within many clubs. Additionally, I became very interested in local government and volunteered in and around my town, including two years' service on the local Juvenile Justice Commission while still in high school.

My desire to continue in public service led me to the United States Military Academy at West Point. There I continued to be active in a variety of team ports and sharpened my skills as a leader. After graduation, as a commissioned Army officer, I served in many roles, including staff officer, training officer and commander. These positions often included being the Morale, Welfare and Recreation officer within my various commands.

Outside of the Army, I have held leadership and project management roles in many organizations, including Boy Scouts and Girl Scouts of America, the American Legion, local West Point Society organizations, the Foundation to Eradicate Duchenne, Canine Companions for Independence, and the Veteran's hospital in New York City.

My extended tenure in these various roles convinced me that accessibility to sports and recreation is so important to the physical and mental health, emotional well-being, and quality of life for all ages. I highlight the different committees and organizations I served on to establish my qualifications.

I believe my experience as an active volunteer and community leader throughout my life, serving in the Army for a total of 24 years, retiring as a Lieutenant Colonel, demonstrate I am ready and willing to work as a team member and look forward to collaborating with other members of the RPAC team.

I hope you look at my application favorably. References are available on request.

Carolyn Morrison
540 680 9426
Cjmorrison89@gmail.com

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 15, 2024

PRESENTER: **Deputy Chief Dustin Fitch**

SUBJECT/TITLE: **Public Hearing to consider approval of Medfleet, LLC dba ATI Ambulance application for a Class 1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN).**

STATEMENT OF ISSUE

Medfleet, LLC dba ATI Ambulance submitted a new application of COPCN Class 1 - Non-Emergency Medical Transportation, Class 2 -Basic Life Support Ambulance and Class 3 -Advanced Life Support Ambulance application to Highlands County Fire Rescue on August 20, 2024. The application was found complete and was publicly noticed pursuant to Section 5-56(b) of the Code of Ordinances, Highlands County, Florida. The application was found complete and was publicly noticed on October 1, 2024, pursuant to Section 5-56(b) of the Code of Ordinances, Highlands County, Florida.

RECOMMENDED ACTION

Move to approve Medfleet, LLC dba ATI Ambulance application for a Class 1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN).

FISCAL IMPACT

There is no fiscal impact

Attachments: Application 1.pdf
Class 1.pdf
Class 2 and 3.pdf
COI.pdf
NOTICE OF PUBLIC HEARING.pdf

Highlands County Fire Rescue

RECEIVED AUG 2 0 2024

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
NON-GOVERNMENTAL ENTITY
MEDICAL TRANSPORTATION SERVICE LICENSE APPLICATION

Please type. Answer all questions that apply to the level of service to be provided. Attach additional sheets as needed.

STATEMENTS AND MATERIALS SUBMITTED WILL BE SUBJECT TO VERIFICATION

CHECK TYPE OF APPLICATION FOR CLASSIFICATION OF SERVICE

☑ New ☐ Renewal

■ Class 1 (NEMT) ■ Class 2 (BLS) ■ Class 3 (ALS) ☐ Class 4 (Air)

Medfleet,LLC. dba ATI Ambulance
Name of Service

3706 DMG Drive | Lakeland | FL 33811
Mailing Address | City | State | Zip Code

863 698-9764
Telephone

1. Medfleet, LLC | jtaylor@medfleet.com
Owner's Name | Email Address

12200 US 19 | Hudson | FL | 34667
Mailing Address | City | State | Zip Code

(Attach names of elected officials associated with your service)

2. Jeff Taylor - COO | 925 789-0401 | jtaylor@medfleet.com
General Manager/Contact Person | Telephone | Email Address

3. Date incorporated/formation of business association: 3/1/2024 (Attachment # 1)

(Attach articles of incorporation; names and address of shareholders along with number of outstanding shares.)

Additional pages may be added as needed

Highlands County Fire Rescue

4. Attach FCC license/communications contract: (Attachment #2_____)

5. Address of present/proposed main station and any substations (attach list if more than three substations):

   Main Station: 3706 DMG Drive Lakeland, FL 33811

   Substation: _____

   Substation: _____

   Substation: _____

6. Financial Information: (Attachment #3_____)

   Provide a financial statement as listed in Highlands County Code of Ordinances Section 5-56.

7. Insurance: (Attachment #4_____)

   Provide copies of Certificates of Insurance as listed in Highlands County Code of Ordinances Section 5-52.

8. Vehicle information: Complete and attach appropriate form.

9. Personnel information: Complete and attach appropriate form.

10. All COPCN applicants:

    A. Attach contract with a medical director as provided by State Law and include copy of DEA license (Class 2, 3, and 4 applicants only).

    B. Statement describing geographical area served by your company.

    C. Statement of facts and data describing the need for your service in Highlands County.

    D. Schedule of proposed fees to be charged for your service.

    E. Identify staffing patterns and operational hours for each permitted vehicle in your fleet.

Highlands County Fire Rescue

Signature of Owner/Manager

COO
Title

STATE OF FLORIDA
COUNTY OF PASCO

Sworn to (or affirmed) and subscribed before me this 16th day of August, 2024, by Jeff Taylor (name of person making statement).

Notary Public State of Florida
Louise I Meserve
My Commission HH 532771
Expires 5/29/2028

Louise I. Meserve
(Signature of Notary Public - State of Florida)

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

Personally Known: [X] OR Produced Identification [ ]

Type of Identification Produced:

Highlands County Fire Rescue

Additional requirements:

1. Attach letter of any investigation or formal disciplinary action involving your agency by the Florida Department of Health, or any local, state, or federal agency.

2. The financial ability of the applicant to provide the proposed services based on, at minimum, attach the following criteria:

    a. Audited financial statements or federal tax returns or, for newly formed corporations, personal audited financial statements from the principal(s), as defined by the county administrator.
    b. Pro forma statements.
    c. Credit and bank references, and current official credit report.
    d. Disclosure of any and all pending liabilities.

3. Attach the management plan of the applicant.

All applicants:

1. Return signed and notarized application, upon receipt of the application an invoice will be generated to include an application fee of $500, exact fees charged for notification process and vehicle permit fees of $100 per vehicle listed on Highlands County COPCN Certificate Vehicle form. A check made payable to the Highlands County Board of County Commissioners is required prior to any notification is made. All fees are non-refundable.

2. Renewal applicants: Return signed and notarized application, upon receipt of the application an invoice will be generated to include an application fee of $500, exact fees charged for notification process, and vehicle permit fees of $100 per vehicle listed on the Highlands County COPCN Certificate Vehicle form. A check made payable to the Highlands County Board of County Commissioners is required prior to any notification is made. All fees are non-refundable.

    - If a request for renewal is less than three months from the expiration of COPCN or application inaccuracies caused by the applicant create a delay of renewal to extend beyond the expiration of the services current COPCN, a non-refundable $250 late fee will be imposed and required paid prior to notification of renewal request.
    - Any renewal COPCN requiring an extension of service due to late filing to be brought before the Highlands County Board of County Commissioners will require a non-refundable $1,000 extension fee imposed and paid prior to notifications of extension and renewal application request.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, *Medfleet, LLC dba ATI Ambulance* applied for a Class 1 Nonemergency Medical Transportation licensure I Highlands County to provide nonemergency medical transport to the citizens of the county who are confined to stretchers and wheelchairs and whose condition is such that these persons do not need nor are likely to need, immediate medical attention during transport: and

WHEREAS, *Medfleet, LLC dba ATI Ambulance,* has met all the requirements of Sections 5-52 thru 5-59 of the Code of Ordinances, Highlands County, Florida; and

WHEREAS, *Medfleet, LLC dba ATI Ambulance*, has indicated that they will comply with all the requirements of Chapter 5 of the Code of Ordinances, Highlands County, Florida, that pertain to the class of service licensed, and will offer twenty-four-hour service to all of Highlands County.

NOW, THEREFORE, the Board of County Commissioners of Highlands County, Florida, does hereby issue a license to *Medfleet, LLC dba ATI Ambulance*, for Class 1 Nonemergency Medical Transport for a period of two years.

This license is effective October 15, 2024, and will expire October 15, 2026, unless earlier revoked by the Board of County Commissioners.

Attest: _____
Jerome Kaszubowski, Clerk of Courts
Highlands County Florida

_____
Kevin Roberts, Chairman, Board of County Commissioners

Date: October 15, 2024

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, *Medfleet, LLC dba ATI Ambulance* applied for a Class 2 Basic Life Support Ambulance and Class 3 Advanced Life Support Ambulance certificate of public convenience and necessity to provide Advanced Life Support interfacility transfers and, at the County's request, transport patients to a medical facility; and

WHEREAS, *Medfleet, LLC dba ATI Ambulance.,* has met all the requirements of Sections 5-52 thru 5-59 of the Code of Ordinances, Highlands County, Florida; and

WHEREAS, *Medfleet, LLC dba ATI Ambulance.,* has stated that it will provide twenty-four hour service to all of the geographic areas of Highlands County, will continue to comply with all the requirements of Florida law, Part III of Chapter 401, Florida Statutes, Chapter 64J-1, Florida Administrative Code, the Code of Ordinances, Highlands County, Florida, and the requirements of any other state and federal agencies regulating emergency medical transportation services.

NOW, THEREFORE, the Board of County Commissioners of Highlands County, Florida, does hereby issue this Certificate of Public Convenience and Necessity to *Medfleet, LLC dba ATI Ambulance.,* for Class 2 Basic Life Support Ambulance and Class 3 Advanced Life Support Ambulance pursuant to the terms, conditions, and limitations of Chapter 5 of the Code of Ordinances, Highlands County, Florida, for the remaining period of that Certificate of Public Convenience and Necessity as set forth herein, subject to and conditioned upon the following requirements:

(1) *Medfleet, LLC dba ATI Ambulance.,* complies with all requirements of Florida law, Part III of Ch. 401, Florida Statutes, Chapter 64J-1, Florida Administrative Code, the Code of Ordinances, Highlands County, Florida, and the requirements of any other state or federal agencies regulating emergency medical transportation services.

(2) By acceptance of this certificate, *Medfleet, LLC dba ATI Ambulance.,* agrees to indemnify the County and its elected officials, officers, employees, agents, and insurers, for all claims and losses arising out of the operations of *Medfleet, LLC dba ATI Ambulance.* specifically including, but not limited to, all claims and losses arising out of, resulting from or related to employment, by *Medfleet, LLC dba ATI Ambulance* of off-duty full-time or part-time employees of the County.

(3) *Medfleet, LLC dba ATI Ambulance.* satisfies its obligations stated in Section 5-58(c) of the Code of Ordinances, Highlands County, Florida, which are included herein by this reference.

(4) *Medfleet, LLC dba ATI Ambulance.,* is authorized to provide only Advanced Life Support interfacility transfers between facilities described in Section 5-51 of the Code of Ordinances, Highlands County, Florida, and, at the County's request, transport patients to a medical facility subject to the terms, conditions, and limitations of Licensure by the State of Florida, and Divisions 1 and 2 of Article IV of Chapter 5 of the Code of Ordinances, Highlands County, Florida.

(5) *Medfleet, LLC dba ATI Ambulance* shall provide the services herein authorized twenty-four hours each day to all geographic areas of Highlands County.

(6) This Certificate of Public Convenience and Necessity is effective October 15, 2024, and will expire October 15, 2026, unless earlier revoked by the Board of County Commissioners.

Attest: _____
Jerome Kaszubowski, Clerk of Courts, Highlands County
Florida

_____
Kevin Roberts, Chairman, Board of County Commissioners

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/4/2024

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: Jennifer Gardner	
Edgewood Partners Ins. Center P.O. Box 1689 Pearl River NY 10965	PHONE (A/C, No, Ext): 2016612444	FAX (A/C, No): 201-661-2444
	E-MAIL ADDRESS: jennifer.gardner@epicbrokers.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Medfleet, LLC 12200 US-19 North Hudson FL 34667	INSURER A : Arch Indemnity Insurance Company	30830
	INSURER B : Ironshore Specialty Insurance Co	25445
	INSURER C : Arch Insurance Co.	11150
	INSURER D : Coverys Specialty Insurance Company	15686
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 426957834 **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	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	HC7SAC2MCR001	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ n/a $ Included $ 3,000,000 $ Included $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	11CAB1020505	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
D	X **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	005FL000048290	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		11WCI1020305 14WCI1020405	7/1/2024 7/1/2024	7/1/2025 7/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability	Y		HC7SAC2MCR001	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE SAM	1,000,000 3,000,000 Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds:

- Paramedics Logistics Operating Company, LLC
- Paramedics Logistics South Dakota, LLC
- Paramedics Logistics Florida, LLC
- Paramedics Logistics Texas, LLC
- The EMS Training School, LLC
- MedFleet LLC

See Attached...

CERTIFICATE HOLDER

Highlands County - BOCC
600 S Commerce Ave
Sebring FL 33870

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

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Edgewood Partners Ins. Center	NAMED INSURED Medfleet, LLC 12200 US-19 North Hudson FL 34667
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Professional Liability/General Liability/Umbrella Liability
-Additional Insured where required by written contract
-Waiver of Subrogation where required by written contract (General Liability and Umbrella)
-Primary & Non-Contributory where required by written contract (General Liability)
-Claims Made coverage applicable to Professional Liability and Umbrella Policies.

Automobile Liability
-Additional Insured where required by written contract
-Waiver of Subrogation where required by written contract
-Primary and Non-Contributory where required by written contract

Workers' Compensation
-Alternate Employer Endorsement
-Waiver of Subrogation as required by written contract

.
"Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability where required by written contract as per policy terms and conditions.

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NOTICE OF PUBLIC HEARING TO CONSIDER
ISSUANCE OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

Notice is hereby given that the Highlands County Board of County Commissioners will hold a public hearing to consider the issuance of a Certificate of Public Convenience and Necessity described below, on October 15, 2024, at 9:00 a.m. or as soon thereafter as possible, in the Board Room of the County Commission Building, 600 Commerce Avenue, Sebring, Florida.

Highlands County Fire Rescue has received from MEDFLEET, LLC. Dba ATI Ambulance a Florida Corporation a private for-profit medical provider by the State of Florida Department of Health, an application for a Certificate of Public Convenience and Necessity (COPCN) for Class 1, Nonemergency medical transport, Class 2 Basic Life Support ambulance (BLS) and Class 3 Advanced Life Support ambulance (ALS) pursuant to Section 5-55 of the Code of Ordinances, Highlands County, Florida. The applicant intends to serve the geographical area Highlands County, Florida, including all incorporated areas within that County. The Class 1, Nonemergency medical transport, Class 2 – Basic Life Support ambulance encompasses providing basic life support medical services on inter-facility transports. The Class 3 – Advanced Life Support Ambulance encompasses providing advanced life support services on inter-facility transports.

A copy of this notice is available for public inspection during regular business hours in the office of the Clerk of the Board of County Commissioners at the Highlands County Government Center, 590 South Commerce Avenue, Sebring, Florida 33870. The application and further information on the application may be inspected by the public at the Highlands County Fire Rescue Services Administrative Office, 4506 Kenilworth Boulevard, Sebring, Florida 33870, between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, except holidays. Inquiries or written testimony should be directed to Dustin Fitch, Deputy Chief, at that address or by phone at (863) 402-7600. Photocopies may be obtained at that location for fifteen cents ($0.15) per single sided page or twenty cents ($0.20) for double sided copies.

All interested persons may appear and be heard at the time and place specified above.

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

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or *Section 286.26, Florida Statutes*, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: HRbcc@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
By: Kevin Roberts, Chair

ATTEST:

Jerome Kaszubowski, Clerk

TIMELINESS OF PUBLISHING: THIS NOTICE MUST BE PUBLISHED NO LATER THAN October 2, 2024.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 15, 2024

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

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2166, changing the zoning designation for an approximate 10.41- acre parcel from Business District (B-3) to Business District with a Planned Development (B-3 PD)**

STATEMENT OF ISSUE

The matter for consideration is for a change to the Official Zoning Atlas of an approximate 10.41-acre parcel, from B-3 to B-3 PD. The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for a mixed commercial and residential development, consisting of 19,200 square feet of leasable retail space, 44 townhome dwellings and 2 commercial outparcels, with a green space/park separating the residential and commercial areas.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 24-25-003, P&Z 2166, changing the Official Zoning Atlas for an approximate 10.41-acre parcel from Business District (B-3) to Business District Planned Development (B-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2166 for BCC Bisram.pdf
P&Z 2166 - Resolution.sgs.pdf
P&Z 2166 Application.pdf

HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT

Type: Rezoning	**P&Z Hearing Date:** 10/15/2024
Case Number: P&Z 2166	**Case Name:** Bisram Properties
Agent: Helmut Wyzisk III, Signature H Property Group	**Property Owners:** Bisram Properties, Inc.
Public Hearing: BCC Agenda Item 10.B.	**Case Staff Member:** Cyndie Kramer

Request: The applicant is requesting a change to the Official Zoning Atlas to change the zoning designation from Business District (B-3) to Business District with a Planned Development (B-3 PD).

General Location: An approximate 10.41-acre* parcel located in the Spring Lake Improvement District, at the southeast corner of the intersection of Valencia Road and Floral Drive, approximately 1.3 miles east of Haywood Taylor Boulevard, 0.89 miles south of the Sebring Airport, 1.15 miles northwest of Lake Istokpoga, and 3.07 miles west of Arbuckle Creek; the address being 7800 Valencia Road, Sebring; and legally described as follows: Parcel 3, Spring Lake, Village III, according to the Plat thereof as recorded in Plat Book 9, Page 54, of the Public Records of Highlands County, Florida. *Once the required right-of-way is dedicated to the County, the overall size of the parcel will be less than 10.00 acres.

PARCEL ID: C-15-35-30-030-P030-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 24-25-003, P&Z 2166, changing the Official Zoning Atlas for an approximate 10.41 acres from Business District (B-3) to Business District with a Planned Development (B-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z 2166, changing the Official Zoning Atlas for an approximate 10.41 acres from Business District (B-3) to Business District Planned Development (B-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law.

Excerpt from the September 10, 2024 DRAFT P&Z Minutes and Recommendation to the BCC: "7A. HEARING NUMBER P&Z 2166 – BISRAM PROPERTIES, INC., C/O HELMUT "H3" WYZISK, III OF SIGNATURE H PROPERTY GROUP An approximate 10.41-acre* parcel located in the Spring Lake Improvement District, at the southeast corner of the intersection of Valencia Road and Floral Drive, approximately 1.3 miles east of Haywood Taylor Boulevard, 0.89 miles south of the Sebring Airport, 1.15 miles northwest of Lake Istokpoga, and 3.07 miles west of Arbuckle Creek; the address being 7800 Valencia Road, Sebring; and legally described as follows: Parcel 3, Spring Lake, Village III, according to the Plat thereof as recorded in Plat Book 9, Page 54, of the Public Records of Highlands County, Florida. *Once the required right-of-way is dedicated to the County, the overall size of the parcel will be less than 10.00 acres.

The applicant is requesting a change to the Official Zoning Atlas to change the zoning designation from Business District (B-3) to Business District with a Planned Development (B-3 PD). Mrs. Hunnicutt read the request, and Mrs. Kramer and Mr. Wyzisk presented the request. There were no letters received and no one spoke in favor of or against the request. Mrs. Sclater requested additional information regarding the proposed retail and outparcels; the agent noted they plan to work with the local community to determine their needs and desires, and hopes to see grocery and/or medical facilities on the outparcels.

Motion made by Mrs. Ezell and seconded by Mrs. Lopez to recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z 2166, changing the Official Zoning Atlas for an approximate 10.41 acres from Business District (B-3) to Business District Planned Development (B-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law, with the Conditions of Approval included in the adopting resolution.

Upon roll call, all members voted yes. **Motion carried 7-0."**

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a change to the Official Zoning Atlas of an approximate 10.41-acre parcel, from B-3 to B-3 PD.

   The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for a mixed commercial and residential development, consisting of 19,200 square feet of leasable retail space, 44 townhome dwellings and 2 commercial outparcels, with a green space/park separating the residential and commercial areas.

2. **Staff Analysis:** The subject property is located within Village III of the Spring Lake Improvement District. The plat for Spring Lake Village III was accepted and recorded by the County in April 1971. The current B-3 zoning was assigned to the parcel by P&Z Case No. 184 in May 1973. Under Binding Letter of Interpretation of Vesting Rights (BLIVR) 778-015 from the former Florida Department of Community Affairs, Village III is approved for 873 residential lots and 27.4 commercial acres. There are currently 458 residential lots platted in Village III,

therefore the 44 units proposed under the PD zoning change would be consistent with the density provisions of the BLIVR.

The subject parcel has a Future Land Use designation of Mixed Use (MU). Per Policy 1.2.D.12, of the Comprehensive Plan, the MU category applies to developments that are comprised of multiple or mixed uses, which require specific or selected land use districts, such as Planned Developments, to implement them. The Mixed Use land use designation has commonly been applied within developments with binding letters of approval.

As referenced in Section 12.05.290.A of the Land Development Regulations (LDRs), the PD district is designed to promote efficient land use, foster innovative design, enhance home ownership opportunities, allow flexible design and mixed uses, reduce transportation impacts, increase recreational spaces, lower development costs, and create more desirable living and working environments. The B-3 District, as referenced in Section 12.05.242, is intended to apply to those areas presently and primarily used for business or commercial purposes.

3. **Notices to Surrounding Property Owners:** On August 22, 2024, notices were mailed to 56 surrounding property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

4. **Existing Use Analysis:**

Table 1: Existing Zoning, Uses and Future Land Use

Northwest R-2 Vacant MU Land Use	**North** R-2 Single Family Residential / Duplexes MU Land Use	**Northeast** R-2 Single Family Residential / Duplexes MU Land Use
West B-3 Garages (Under Construction) MU Land Use	**SUBJECT PROPERTY** B-3 Vacant MU Land Use	**East** R-3 Vacant MU Land Use
Southwest AU Grazing Land AG Land Use	**South** B-3 / AU Vacant / Grazing Land MU / AG Land Use	**Southeast** AU Non-Ag Acreage AG Land Use

5. Applicable References:

Planning:

- §163.3194(1)(a) - (b), Florida Statutes: Legal Status of Comprehensive Plan.
- Highlands County 2030 Comprehensive Plan:
  - Future Land Use Policies:
    - Policy 1.1, General Growth Management Strategy;
    - Policy 1.2.D.7, Commercial (C);
    - Policy 1.2.D.12, Mixed Use (MU);
    - Policy 4.3, Cluster/PD Developments/TDRs

Zoning:

- Highlands County Land Development Regulations (LDRs):
  - Section 12.05.242: Business District (B-3)
  - Section 12.05.290: Planned Development District (PD).

Department Comments and Analysis of Petitioner's Proposal:

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

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

Engineering Department: Approved with conditions. At the time of development, the applicant shall undergo the commercial development/land subdivision review process and additional requirements may be identified at that time i.e. internal roads shall be dedicated to the public and constructed at minimum to County standards, but privately maintained. Locations of the loading areas and garbage collection enclosures need to be considered. Parking is determined by use and the parking shown may not be sufficient, additional information is needed to determine parking requirements.

Highlands County Fire Rescue: Need to consider the impact on Fire/EMS/Sheriff Office increased emergency response call volume. Station 19 (paid station) on W. George Blvd is assigned to this location as first response zone. It is a 5.5-mile drive away, with about a 9-minute response time. The Station 24 (volunteer) on US 98 in Lorida is about 5.5 miles or 6 minutes away. The proposed Spring Lake station on Haywood Taylor would be about 2.3 miles or 4 minutes away.

Sebring Airport Authority: In accordance with 14 CFR Part 77.9, an airspace case must be filed with the FAA at least 45 days prior to the beginning of construction. http://oeaaa.faa.gov/oeaaa

Florida Department of Environmental Protection: The future proposed development will require stormwater management approvals which will be processed by the Southwest Florida Water Management District.

2. **The following Departments, Divisions, and Agencies offered no comment:** Natural Resources Division, Road & Bridge Department, Florida Department of Health, Highlands County School Board, Town of Lake Placid, Sun 'n Lake Improvement District

3. **The following Departments, Divisions, and Agencies did not respond:** Spring Lake Improvement District, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Economic Development

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

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as having a fairly level topography, with elevations ranging between 50 and 55 feet.
2. **Soils:** The soil underlying the site is primarily *Satellite-Basinger-Urban land complex (82.1%)*. The available water capacity is very low, with a very rapid permeability. Depth to the water table is ranges from 12 to 42 inches. This soil is nearly level, and somewhat poorly drained.
3. **Surface Waters:** The subject parcel borders a drainage canal along its southern and southern property lines.
4. **Vegetative Cover:** The site has been cleared of native vegetation, with some scattered trees.

B. Zoning Analysis:

1. **Current Use of Land:** The land is currently vacant.
2. **Vesting Rights:** This property is vested under BLIVR 778-015, which covers all of Spring Lake. Under the BLIVR, Village III is vested for 873 residential units and 27.4 commercial acres.
3. **Current Zoning Designation:** The site currently has a zoning designation of B-3.
4. **Proposed Zoning Designation:** The proposed zoning designation is B-3 PD.
5. **Current Population Yield:** The current B-3 zoning does not specify an acceptable density. Residential uses are permitted in the B-3 district when accessory to a commercial use, provided that the residential FAR does not exceed the commercial FAR, does not exceed 50 percent of the property, and is located behind or above the commercial use.
6. **Proposed Population Yield:** The parcel proposes a potential population yield of 99 persons; 44 dwelling units x 2.25 persons = 99 persons.
7. **Proposed Zoning Intensity:** The standards of the proposed Planned Development zoning allow a maximum building lot coverage of 23% and a maximum FAR of 0.37, including a maximum for FAR for residential uses and a maximum FAR of 0.09 for commercial uses.

8. **The Applicant's proposed development program:** The Applicant is proposing to utilize the property for a mixed commercial and residential development, consisting of 19,200 square feet of leasable retail space, 44 townhome dwellings and 2 commercial outparcels with a maximum building area of 20,000 square feet, with a green space/park separating the residential and commercial areas.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Section 12.12.603 of the Highlands County LDRs, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are **no known** historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicates **no known** archaeological resource in the vicinity of the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas **located outside** the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0261C**, effective November 18, 2015. The adjoining drainage canal is designated as an Area with Reduced Flood Risk Due to Levee.
5. **Military Airport Zones (MAZ):** The property **is located** within Military Airport Zone III (MAZ III), as designated by Section 12.12.800 of the Highlands County LDRs. The development should consider sound-level reduction (SLR) standards that could be implemented to mitigate nuisances caused by recurring over-flight and other military training activities. Per Policy 10.11 of the Land Use Element of the Highlands County 2030 Comprehensive Plan, all real estate transactions shall include a disclosure regarding the proximity of property to a military airfield, including all listing agreements, sales and rental contracts, subdivision plats, and other marketing materials.
6. **Wellhead Protection Zones:** The property **is not** located within any of the defined protection zones as defined by Section 12.12.301 of the Highlands County LDRs.
7. **Airport Surface Areas:** The property **is located** within the defined Approach Surface, Horizontal Surface, and Primary Surface areas of the Sebring Regional Airport, as designated by Section 2.1-3 of the Highlands Code of Ordinances, and must conform with the requirements of Section 2.1-5 and 2.1-6.

D. Public Facilities and Services:

1. **Potable Water:** The property is proposed to be served by the Spring Lake Improvement District water system. Spring Lake has confirmed the capacity to serve the development. A water main exists within Valencia Road.
2. **Central Wastewater:** The property is proposed to be served by the Spring Lake Improvement District wastewater system. Spring Lake has confirmed the capacity to serve the development. A force main exists along US 98.
3. **Solid Waste:** The property will need to be serviced by the county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site currently has access to Valencia Road and to US 98 via Floral Drive, a two-lane divided County-maintained paved road, classified as a rural minor collector street. The site plan proposes two driveway connections to Valencia Road and two connections to Floral Drive.
5. **Railroad Access:** The site does not have railroad access.
6. **Recreation:** The Planned Development proposed a green space between the residential and commercial areas, which would function as a mini or pocket park, as defined in the Highlands County Parks & Recreation Master Plan. The Spring Lake community as a whole appears to have sufficient parks and recreation space to internally fulfill Recreation LOS requirements for their residents.

   The Parks & Recreation Plan indicates a proposed shared bikeway along US 98, however the site does not have direct frontage on US 98.

7. **Drainage:** Storm water management will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development. Below is a table showing existing and adopted traffic level of service (LOS) standards for impacted roadways.

Table 2: Level of Service Standards

Road Name	From	To	Adopted LOS Standard	Current LOS	Available Capacity
US 98 / CR 700[1]	Haywood Taylor Blvd	East of Thunder Road	D	D	0.31
Haywood Taylor Blvd[2]	US 98 / CR 700	CR 623/Kenilworth Blvd	D	B	0.92

Source: 1. 2023 FDOT District 1 LOS; 2. 2020 Highlands County Concurrency Management System

F. **Schools:** The proposed uses within the Planned Development are commercial and residential in nature. Since the residential uses will generate student impacts to the school district; school concurrency **is required**.

G. **Airports:** The subject property is located approximately 1 mile south of the Sebring Regional Airport and 15.5 miles southeast of the Avon Park Executive Airport.

Mandatory Findings of Fact:

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

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

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

Historical and Archaeological Clearance: The proposed Planned Development **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan.

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

The Planning & Zoning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2166, changing the Official Zoning Atlas for approximately 10.41 acres from Business District (B-3) to Business District Planned Development (B-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law, including the Conditions of Approval as listed in the adopting Resolution.

Attachments:
Exhibit 1: Conditions of Approval
Exhibit 2: Location Map
Exhibit 3: Aerial Map
Exhibit 4: Existing Zoning Map
Exhibit 5: Proposed Zoning Map
Exhibit 6: Site Plan
Exhibit 7: Site Plan Overlay

Exhibit 1: Conditions of Approval

This B-3 PD shall be subject to the conditions, restrictions, and limitations stated in Section 12.05.242 and 12.05.290 of the Highlands County Code of Ordinances (Code) except as expressly modified as follows:

1. The underlying or base zoning regulations for this PD District shall be the B-3 District and any use or allowance not specified herein will be as defined in the B-3 District as provided in Section 12.05.242 of the Code.

2. Permitted uses shall be limited to retail, offices, and multi-family housing, within the area not designated as an outparcel on the conceptual site development plan.

3. Permitted uses for the outparcel(s) shall include:

    a. Retail outlets for the sale of food and nonalcoholic beverages, wearing apparel, sundries and notions, drugs, hardware, garden supplies including fertilizer packaged for retail sale, toys and similar products, household furnishings and home appliances, camera and photographic supplies, package liquor, sporting goods, bait and tackle, paint and wallpaper; florist, gift or jewelry shops; pet or hobby supply outlets; department stores; drug stores; pet stores. Other retail outlets of similar character are permitted.

    b. Personal service establishments, such as barber shops, beauty parlors, restaurants, self-service laundry, ice stations, laundry or dry-cleaning pickup stations, uses such as day nursery or nursery schools.

    c. Office uses, such as banks and financial institutions, business and professional offices, governmental and utilities offices, travel agencies, employment offices, newspaper offices; art, dancing, or music studios.

    d. Hotel or motel.

    e. Medical or dental offices, hospitals and other health institutions.

    f. Service establishments such as gas stations or convenience stores, drive-thru restaurants, carwashes, veterinarian or animal hospitals or boarding kennels.

    g. Commercial sports activities, such as bowling alley, miniature golf course, skating rink, swimming pool.

    h. Commercial recreation activities, such as boxing, sports arena or go-cart track; pool room, theater, aquarium, assembly hall, museum and exhibits.

    i. Library, museum, or community buildings.

4. The development shall be designed and constructed to promote walkability, including an internal pathway system and pedestrian access from outside the development.

5. The residential Floor Area Ratio (FAR) may exceed the retail/office FAR and may be located adjacent to the perimeter of the development instead of being located behind or above the retail/office use(s).

6. There shall be a maximum of 44 residential units, up to 2,800 square feet per unit.

7. The residential units shall be constructed as 2-story townhomes, with each unit containing a two (2) car garage.

8. If the townhomes are platted or separated for individual ownership as a Condo Association, minimum lot size requirements shall be 950 square feet in area and 15 feet in width.

9. Minimum setbacks shall be as follows:

    a. Townhomes:

        i. Front, to internal roadway: 25 feet;

        ii. Rear: 15 feet;

        iii. Sides, between buildings: 10 feet; and

        iv. Perimeter: 10 feet.

    b. All other uses shall comply with the minimum setback requirements as listed in the Code.

10. There shall be a maximum of 19,200 square feet of retail and/or office space, combined, in the area designated as such on the conceptual PD site development plan.

11. There shall be a maximum of 20,000 square feet of building area, combined, in the area designated as out parcels on the conceptual PD site development plan. The outparcel area shall not exceed 65,000 square feet.

12. Internal roadways shall be privately maintained and shall not be dedicated to Highlands County for maintenance. Exterior lighting fixtures shall be shielded and directed onto the ground, roadway, or parking area, and away from residential uses to the greatest extent possible.

13. All utilities, specifically including electric distribution lines, shall be installed and maintained underground.

14. A Homeowners'/ Property Owners' Association ("Association") shall be established for the PD prior to the issuance of the first certificate of occupancy, and prior to the conveyance of any parcel by the Developer (or successor developer). The Association's Declaration of Covenants, Conditions and Restrictions (the "Declaration") shall encumber all of the land subject to this PD and shall include, but may not be limited to, the following provisions: common area maintenance including any improvement therein, internal roadways, irrigation and landscaping, and on-site stormwater management areas (if any).

15. The Conceptual PD Site Development plan for this B-3 PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto. The property shall be subject to the County Code for final site plan approval.

Exhibit 2: Location Map

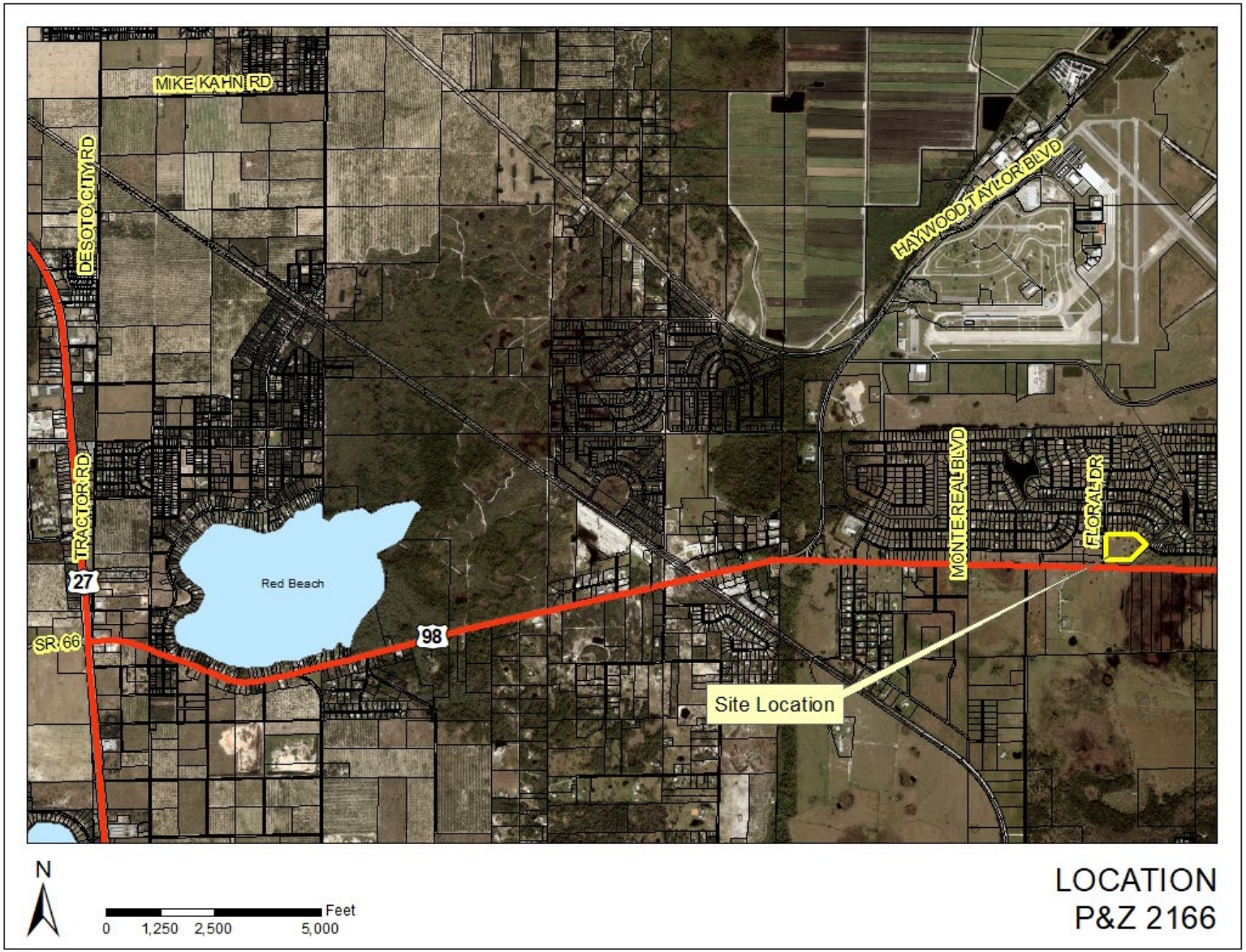


Exhibit 3: Aerial Map

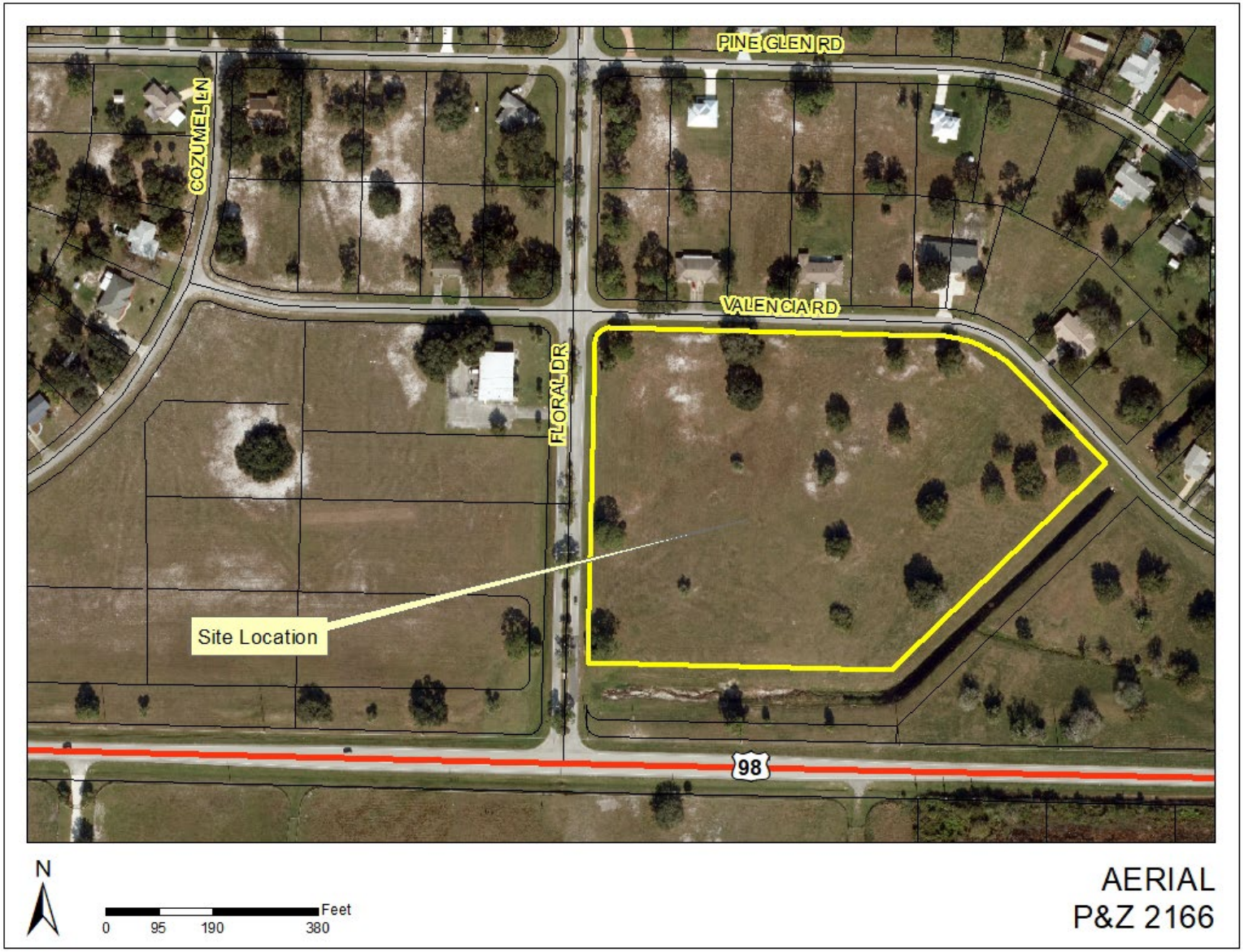


Exhibit 4: Existing Zoning Map

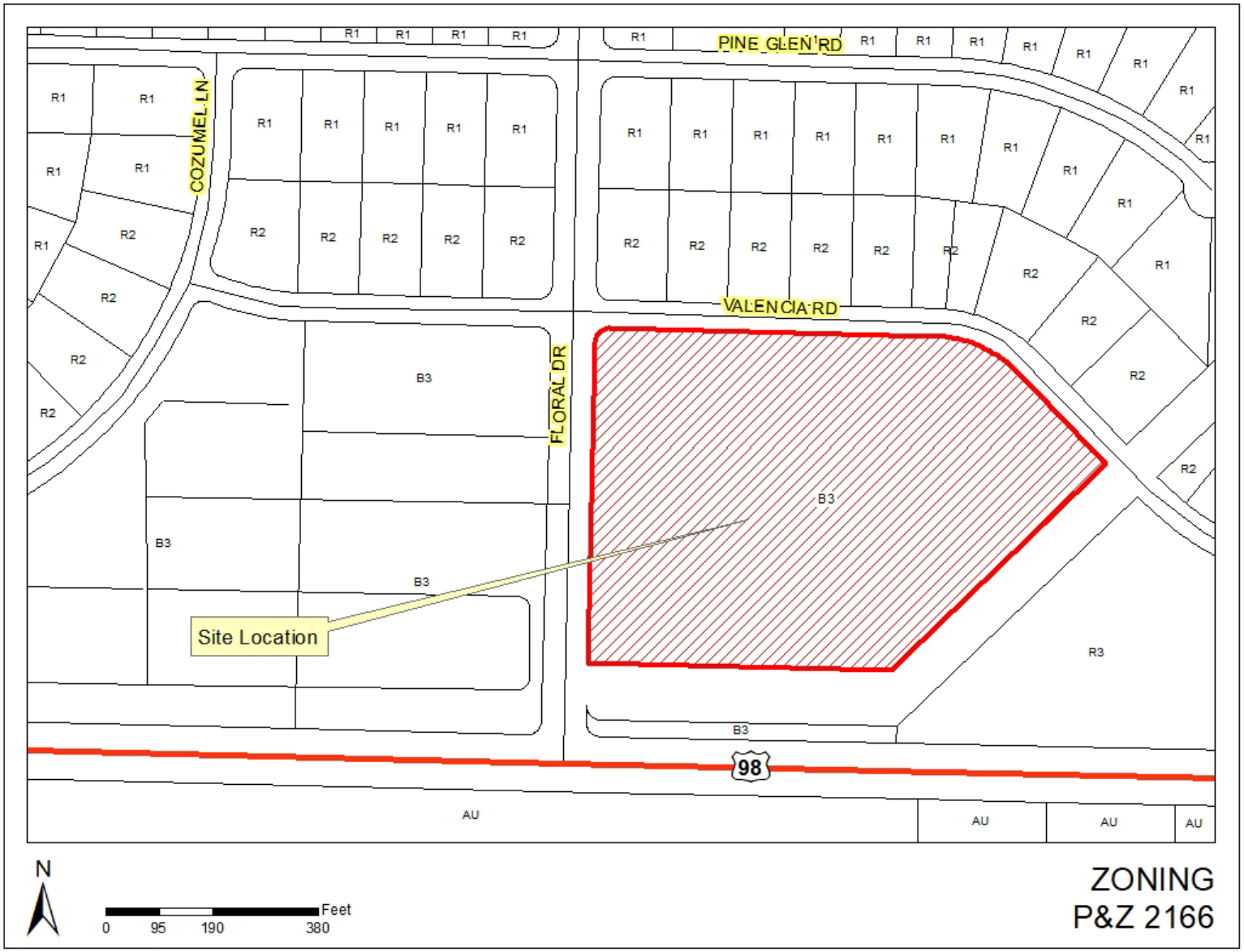


Exhibit 5: Proposed Zoning Map

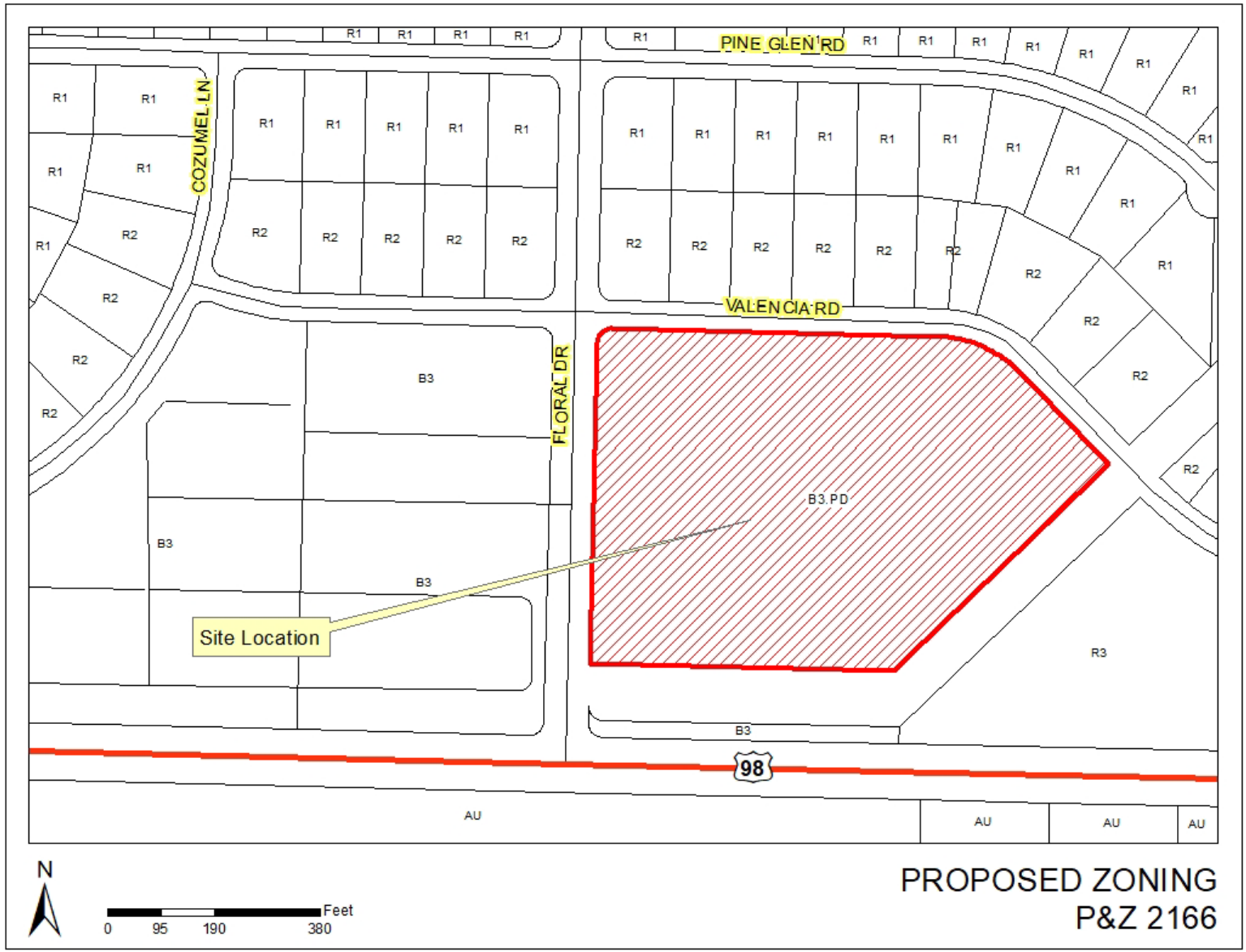


Exhibit 6: Site Plan

DESCRIPTION:

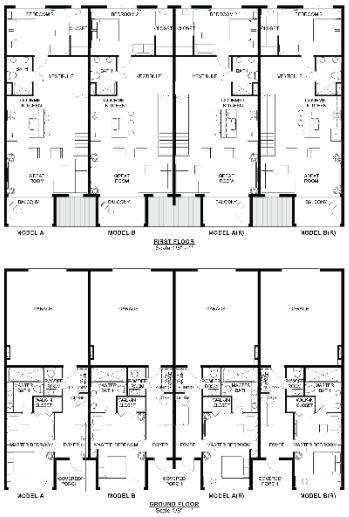
ZONING - B3-PD
PARCEL ID - C-15-35-030-P030-0000
TOTAL AREA - 10 ACRES

RESIDENTIAL

TYPE OF UNIT - 2 - STORY TOWNHOME W/2 CAR GARAGE
TOTAL NUMBER OF BUILDINGS - 11
TOTAL NUMBER OF UNITS - 44
GUEST AND OVERFLOW PARKING - 69

TYPICAL TOWNHOME BUILDING & FLOOR PLAN

2 BRDM, 2 BATH, 2 CAR GARAGES
MODEL A, A(R) - 1,816 SF
MODEL B, B(R) - 1,822 SF
TOTAL PER BUILDING - 7,216 SF

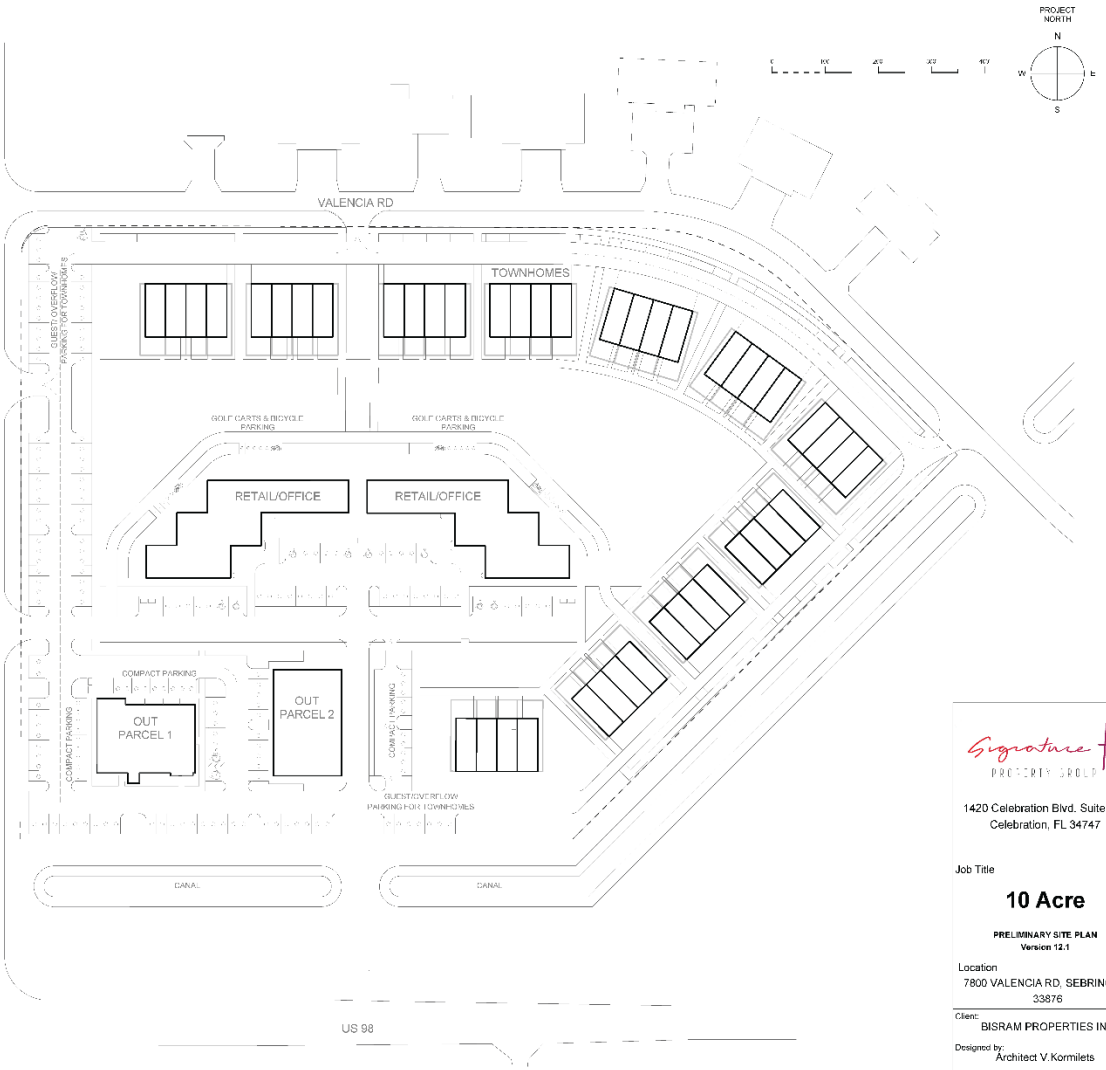


RETAIL/OFFICE

LEASABLE SQUARE FOOTAGE - 19,200 SF
PARKING SPACES - 74
PARKING SPACES FOR GOLF CARTS - 20
PARKING FOR BICYCLE - 28

OUT PARCELS

OUT PARCEL 1 - 6,700 SF
OUT PARCEL 2 - 6,900 SF
OUT PARCEL PARKING SPACES - 77



Signature Property Group
1420 Celebration Blvd. Suite 200
Celebration, FL 34747

Job Title
10 Acre

PRELIMINARY SITE PLAN
Version 12.1

Location
7800 VALENCIA RD, SEBRING, FL 33876

Client:
BISRAM PROPERTIES INC

Designed by:
Architect V.Kormilets

Issue date:
Jule 2024

Scale
1" - 50'

Project No. Drawing No. Revision

Exhibit 7: Site Plan Overlay

RESOLUTION NO. 24-25-003

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-15-35-30-030-P030-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-15-35-30-030-P030-0000 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purpose of creating a walkable mixed use development; and

WHEREAS, the County has determined that the proposed change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

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

SECTION 2. APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT.

A. The zoning designation for that Property identified by Highlands County Property Appraiser through Parcel ID # C-15-35-30-030-P030-0000 and as more particularly described as:

> Parcel 3, Spring Lake, Village III, according to the Plat thereof as recorded in Plat Book 9, Page 54 of the Public Records of Highlands County, Florida.

is hereby changed from Business District (B-3) to Business District with a Planned Development (B-3 PD).

B. The official zoning atlas of the County is hereby amended to reflect the zoning for the Property is Business District with a Planned Development, B-3 PD.

C. At the time of development on the Property, the Property Owner, or a representative thereof shall submit any such other requirements imposed during the development review process.

SECTION 3. GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS. This B-3 PD shall conform materially to the conceptual site development plan attached hereto as **Exhibit "A"** ("Conceptual Site Development Plan") subject to the conditions, restrictions, and limitations stated in Sections 12.05.242 and 12.05.290, of the Highlands County Code of Ordinances ("Code") except as expressly modified hereafter:

1. The underlying or base zoning regulations for this PD District shall be the B-3 District and any use or allowance not specified herein will be as defined in the B-3 District as set forth in Section 12.05.242 of the Code.
2. Permitted uses shall be limited to retail, offices, and multi-family housing, within the area not designated as an outparcel on the Conceptual Site Development Plan.
3. Permitted uses for the outparcel(s) shall be limited to:
    a. Retail outlets for the sale of food and nonalcoholic beverages, wearing apparel, sundries and notions, drugs, hardware, garden supplies including fertilizer packaged for retail sale, toys and similar products, household furnishings and home appliances, camera and photographic supplies, package liquor, sporting goods, bait and tackle, paint and wallpaper; florist, gift or jewelry shops; pet or hobby supply outlets; department stores; drug stores; pet stores. Other retail outlets of similar character are permitted.
    b. Personal service establishments, such as barber shops, beauty parlors, restaurants, self-service laundry, ice stations, laundry or dry-

cleaning pickup stations, uses such as day nursery or nursery schools.

c. Office uses, such as banks and financial institutions, business and professional offices, governmental and utilities offices, travel agencies, employment offices, newspaper offices; art, dancing, or music studios.

d. Hotel or motel.

e. Medical or dental offices, hospitals and other health institutions.

f. Service establishments such as gas stations or convenience stores, drive-thru restaurants, carwashes, veterinarian or animal hospitals or boarding kennels.

g. Commercial sports activities, such as bowling alley, miniature golf course, skating rink, swimming pool.

h. Commercial recreation activities, such as boxing, sports arena or go-cart track; pool room, theater, aquarium, assembly hall, museum and exhibits.

i. Library, museum, or community buildings.

4. The development shall be designed and constructed to promote walkability, including an internal pathway system and pedestrian access from outside the development.

5. The residential Floor Area Ratio ("FAR") may exceed the retail/office FAR and may be located adjacent to the perimeter of the development instead of being located behind or above the retail/office use(s).

6. There shall be a maximum of 44 residential units, up to 2,800 square feet per unit.

7. The residential units shall be constructed as 2-story townhomes, with each unit containing a two (2) car garage.

8. If the townhomes are platted or separated for individual ownership as a Condo Association, minimum lot size requirements shall be 950 square feet in area and 15 feet in width.

9. Minimum setbacks shall be as follows:

   a. Townhomes:

      i. Front, to internal roadway: 25 feet;

      ii. Rear: 15 feet;

      iii. Sides, between buildings: 10 feet; and

      iv. Perimeter: 10 feet.

   b. All other uses shall comply with the minimum setback requirements as listed in the Code.

10. There shall be a maximum of 19,200 square feet of retail and/or office space, combined, in the area designated as such on the Conceptual Site Development Plan.

11. There shall be a maximum of 20,000 square feet of building area, combined, in the area designated as out parcels on the Conceptual Site Development Plan. The outparcel area shall not exceed 65,000 square feet.

12. Internal roadways shall be privately maintained and shall not be dedicated to Highlands County for maintenance. Exterior lighting fixtures shall be shielded and directed onto the ground, roadway, or parking area, and away from residential uses to the greatest extent possible.

13. All utilities, specifically including electric distribution lines, shall be installed and maintained underground.

14. A Homeowners'/Property Owners' Association ("Association") shall be established for the PD prior to the issuance of the first certificate of occupancy, and prior to the conveyance of any parcel to a new property owner. The Association's Declaration of Covenants, Conditions and Restrictions (the "Declaration") shall encumber all of the land subject to this PD and shall include, at a minimum, the following provisions: common area maintenance including any improvements therein, internal roadways, irrigation and landscaping, and on-site stormwater management areas.

15. The Property and this PD shall be subject to all Code requirements for final site plan approval.

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

SECTION 5. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to P&Z 2166, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

“Exhibit A”: Conceptual PD Site Development Plan

DESCRIPTION:

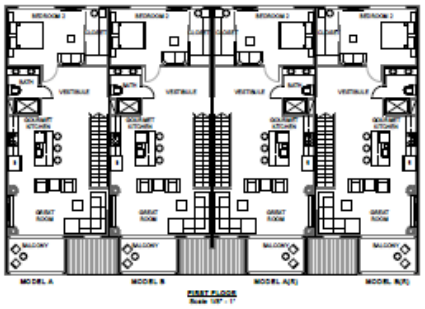
ZONING - B3-PD
PARCEL ID - C-15-35-030-P030-0000
TOTAL AREA - 10 ACRES

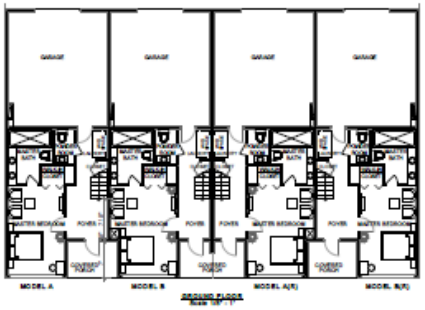
RESIDENTIAL

TYPE OF UNIT - 2 - STORY TOWNHOME W/2 CAR GARAGE
TOTAL NUMBER OF BUILDINGS - 11
TOTAL NUMBER OF UNITS - 44
GUEST AND OVERFLOW PARKING - 69

TYPICAL TOWNHOME BUILDING & FLOOR PLAN

2 BRDM, 2 BATH, 2 CAR GARAGES
MODEL A, A(R) - 1,816 SF
MODEL B, B(R) - 1,822 SF
TOTAL PER BUILDING - 7,216 SF



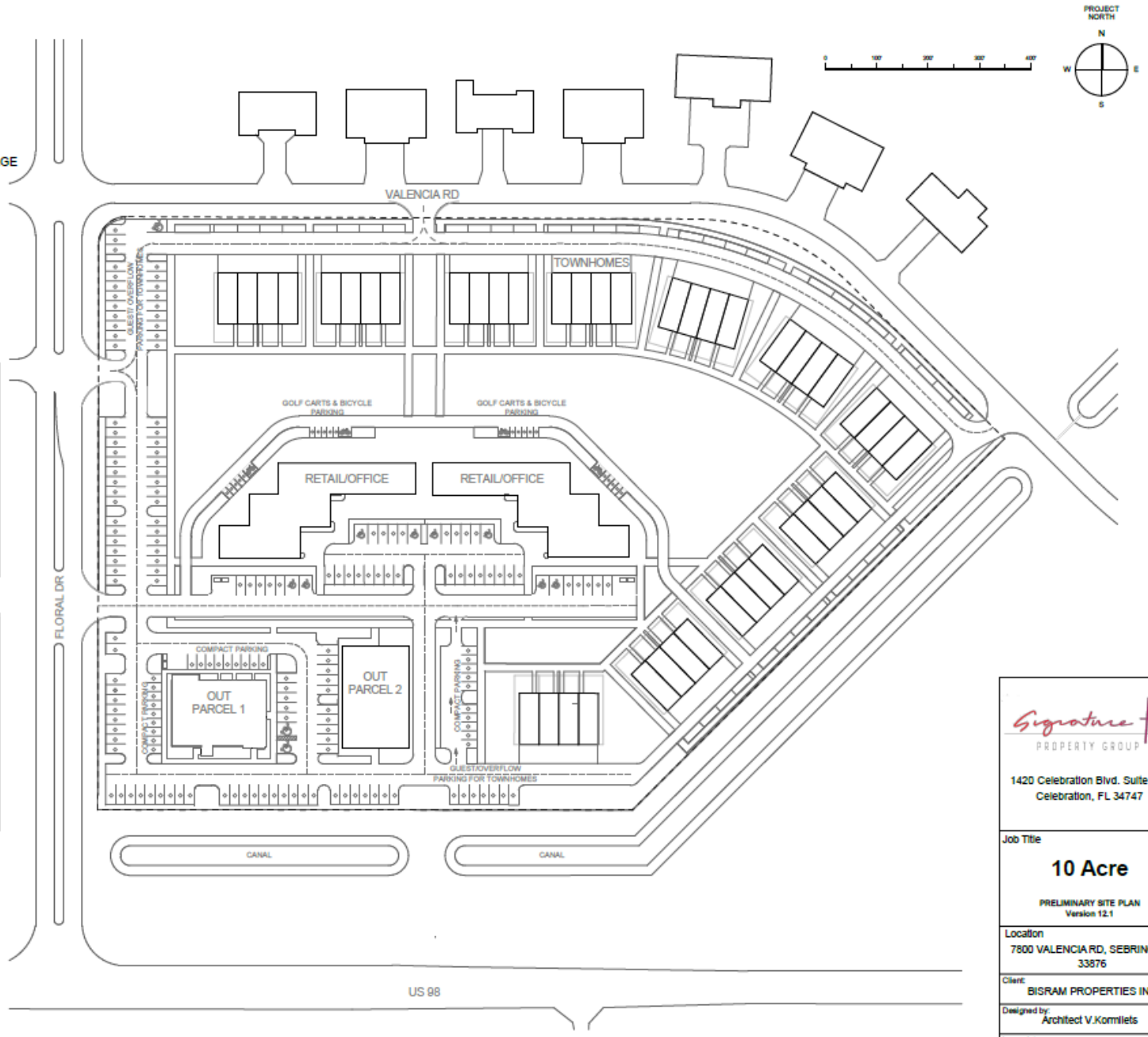


RETAIL/OFFICE

LEASABLE SQUARE FOOTAGE - 19,200 SF
PARKING SPACES - 74
PARKING SPACES FOR GOLF CARTS - 20
PARKING FOR BICYCLE - 28

OUT PARCELS

OUT PARCEL 1 - 6,700 SF
OUT PARCEL 2 - 6,900 SF
OUT PARCEL PARKING SPACES - 77



Signature Property Group
1420 Celebration Blvd. Suite 200
Celebration, FL 34747

Job Title
10 Acre

PRELIMINARY SITE PLAN
Version 12.1

Location
7800 VALENCIA RD, SEBRING, FL 33876

Client:
BISRAM PROPERTIES INC

Designed by:
Architect V.Kornilets

Issue date:
Jule 2024

Scale:
1" - 50'

Projekt No. | Drawing No. | Revision

Highlands County, Florida
Zoning Change Application

Zoning change from: B3
Zoning change to: B3 PD (small scale)

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

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: P&Z 2166 / Project # 24070010 **Date of Application:** 07/15/2024
Amount of Fee: $1,950.00 **Receipt No.:** Civ:11902154 / CP:45000001371 **Tax Map No.:** 134-A
Hearing Dates: LP: **P&Z:** 9/10/2024 **BCC:** 10/15/2024

****

This application has been reviewed for completeness and determined sufficient:
Rachel Barry 7/26/2024
Zoning Supervisor **Date**

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: BISRAM PROPERTIES INC
   Mailing Address: 4450 SW 143 AVE. , MIRAMAR, FL 33027
   Telephone No.: 954-295-1438 **E-Mail Address:** bbbbb55@yahoo.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: Helmut Wyzisk III (H3) of Signature H Property Group
   Mailing Address: 1420 Celebration Blvd. Suite 200
   Telephone No.: 305-409-7521 **E-Mail Address:** h3@signatureh.com

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. See Survey

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-15-35-30-030-P030-0000 **STRAP #:**C-____-____-____-_____-_____-_____
   STRAP #:C-____-____-____-_____-_____-_____ **STRAP #:**C-____-____-____-_____-_____-_____

5. **Street Address(es) of Property Covered by the Application:** 7800 VALENCIA RD. , SEBRING, FL 33876

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District**: B3 **Existing Land Use Classification**: B3 MU
   Are the Zoning and Comprehensive Plan Consistent? ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) VARIES feet, (depth) VARIES feet, street frontage VARIES feet, water frontage VARIES feet, **Total acres** 10.43
   If different from the total acreage, the upland, or developable portion is Less than 10 +/- acres.

8. **Are there existing structures on the property?** ☐Yes ■No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____

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

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ■No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ■Yes ☐No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ■No **If Yes,** in whose name and when? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ■No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	Duplexes	MU	R2
South	Vacant Lot	AG	AU
East	Vacant Lot	MU	R3
West	Apex Garages(under construction)	MU	B3

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Development of a mix use project

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** 44 Townhomes, approx. 20,000sf of commercial retail & multiple out parcels

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

    A. Proposed parcel size (if increasing area with this application) 10.43 square feet/acre
    B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building _____ divided by Parcel size _____ = FAR TBD %

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ■Yes ☐No **If Yes,** the potable water system requirements will be accommodated by the Spring Lake Improvement Distri water system.

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

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating 999,999 gpcd.
b. The facility has a permitted capacity for 999,999 gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately 8,200 gpcd.

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

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

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

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

If Yes, the wastewater treatment system requirements will be accommodated by the Spring lake Improvement Distr system.

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

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

a. The facility has the designed capacity for pumping and treating 80,000 gpcd.
b. The facility has a permitted capacity for 80,000 gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately 8200 gpcd.

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

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

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

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

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

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

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

20. **Solid Waste Disposal:** The proposed development will be served by the Highlands County contracted refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: The subject property will provide sufficient green space between uses.

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

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

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

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

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

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

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

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

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ☐**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ☒**No**

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

SpringLake IMPROVEMENT DISTRICT
115 Spring Lake Boulevard • Sebring, Florida 33876-6143
Phone (863) 655-1715 • Fax (863) 655-4430
www.springlakefl.com

July 9, 2024

To: Helmut Wyzisk Jr
From: Israel Serrano, Deputy Manager
Subject: Utility Availability

This is to confirm that Spring Lake Improvement district's facilities currently have the capacity to serve,
ZONING - B3-PD 0 100' 200' 300' 400',
PARCEL ID - C-15-35-030-P030-0000,
TOTAL AREA - 10 ACRES development.

As soon as you develop your site plan you will meet with our staff to complete the application process for connections to our system.

We look forward to serving you.

Sincerely

Israel Serrano
Deputy Manager
Spring Lake Improvement District

July 9, 2024

Bisram Properties Inc.
Balissum Bisram
4450 SW 143rd Ave.
Margate, FL 33027
(954) 295-1438
bbbbb55@gmail.com

Highlands County
Planning Department
501 S. Commerce Ave.
Sebring, FL 33870

Letter of Intent: 10 Acre Mixed -Use Development (Spring Lake)

To Whom It May Concern:

The proposed development is located in the west side of the Spring Lake community. adjacent to the Apex Garages. The subject property comprises 10 acres of developable land bordered by three roads. US 98 on the South, Floral Drive on the West, and Valencia Dive on the North. The subject property is located adjacent to Apex Garages to the west, vacant land to the east, single-family homes to the north, and vacant land to the south.

The development plan outlines the development of townhomes, retail shopping, and parcels with a large green space/park separating the residential and commercial. All three development types are much needed in the ever-growing Spring Lake Community.

If you have any questions about this project, you can contact Helmut Wyzisk III at Signature H Property Group.

Sincerely,
Balkissum Bisram
Bisram Properties, Inc.

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT (Corporation)

I, Balkissun Bisram, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. BB

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

_____
Print Name: _____

_____
Print Name: _____

Bisram Properties Inc.
a Florida corporation.
By: Balkissun Bisram
Print Name: Balkissun Bisram
Title: PSTD

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 9 day of July, 2024, by Balkissun Bisram who is personally known by me [ ] or who has produced Florida Driver License, as identification and who did take an oath:

MARILYN HUGGINS NEAL
Notary Public, State of Florida
Commission# HH 330978
My comm. expires Nov. 9, 2026

_____
Signature

Marilyn Huggins Neal
Print Name

Notary Public, State of Florida
My Commission Expires: Nov. 9, 2026

Detail by Entity Name

Florida Profit Corporation
BISRAM PROPERTIES, INC.

Filing Information

Document Number	P04000003766
FEI/EIN Number	04-3781859
Date Filed	01/05/2004
Effective Date	01/05/2004
State	FL
Status	ACTIVE

Principal Address

4450 sw 143 rd Ave
Miramar, FL 33027

Changed: 02/12/2013

Mailing Address

4450 sw 143 rd Ave
Miramar, FL 33027

Changed: 02/12/2013

Registered Agent Name & Address

BISRAM, BALKISSUN
4450 sw 143 rd Ave
Miramar, FL 33027

Address Changed: 02/12/2013

Officer/Director Detail

Name & Address

Title PSTD

BISRAM, BALKISSUN
4450 sw 143 rd Ave
MIramar, FL 33027

Annual Reports

Report Year	Filed Date

2022	01/31/2022
2023	01/20/2023
2024	01/09/2024

Document Images

01/09/2024 -- ANNUAL REPORT	View image in PDF format
01/20/2023 -- ANNUAL REPORT	View image in PDF format
01/31/2022 -- ANNUAL REPORT	View image in PDF format
01/13/2021 -- ANNUAL REPORT	View image in PDF format
01/31/2020 -- ANNUAL REPORT	View image in PDF format
01/25/2019 -- ANNUAL REPORT	View image in PDF format
01/22/2018 -- ANNUAL REPORT	View image in PDF format
01/04/2017 -- ANNUAL REPORT	View image in PDF format
01/31/2016 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
02/20/2014 -- ANNUAL REPORT	View image in PDF format
02/12/2013 -- ANNUAL REPORT	View image in PDF format
01/31/2012 -- ANNUAL REPORT	View image in PDF format
02/27/2011 -- ANNUAL REPORT	View image in PDF format
03/02/2010 -- ANNUAL REPORT	View image in PDF format
02/09/2009 -- ANNUAL REPORT	View image in PDF format
04/24/2008 -- ANNUAL REPORT	View image in PDF format
05/04/2007 -- ANNUAL REPORT	View image in PDF format
01/17/2006 -- ANNUAL REPORT	View image in PDF format
03/17/2005 -- ANNUAL REPORT	View image in PDF format
01/08/2004 -- Domestic Profit	View image in PDF format

Highlands County, Florida
Development Services Department Application

FORM A. Property Owner Authorization to Applicant

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for Helmut Wyzisk III to be the applicant for this REZONING.

Balkissun Bisram
Print Name of Owner

Balkissun Bisram
Signature of Owner

4450 SW 143rd AVE.
Address: Number and Street (P.O. Box)

Margate, FL 33027
City and State (Zip Code)

STATE OF FLORIDA
~~HIGHLANDS~~ BROWARD COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 11 day of July, 2024 by Balkissun Bisram who is personally known by me ☐ or who has produced Florida Driver License, as identification and who did take an oath:

Signature

Marilyn Huggins Neal
Print Name

Notary Public, State of Florida
My Commission Expires: NOV. 9, 2026

NOTARY PUBLIC
MARILYN HUGGINS NEAL
Notary Public, State of Florida
Commission# HH 330978
My comm. expires Nov. 9, 2026

Detail by Entity Name

Florida Limited Liability Company
SIGNATURE H PROPERTY GROUP LLC

Filing Information

Document Number	L16000067359
FEI/EIN Number	81-2089802
Date Filed	04/05/2016
Effective Date	04/04/2016
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	04/29/2019
Event Effective Date	NONE

Principal Address

3801 Avalon Park East Blvd
2nd Floor
Orlando, FL 32828

Changed: 07/14/2022

Mailing Address

3801 Avalon Park East Blvd
2nd Floor
Orlando, FL 32828

Changed: 07/14/2022

Registered Agent Name & Address

Hal E Hershkowitz, P.A.
5039 Central Ave
St Petersburg, FL 33710

Name Changed: 04/30/2024

Address Changed: 04/30/2024

Authorized Person(s) Detail

Name & Address

Title MGR

Wyzisk, Helmut J., III
3801 Avalon Park East Blvd
2nd Floor
Orlando, FL 32828

Annual Reports

Report Year	Filed Date
2022	07/14/2022
2023	04/24/2023
2024	04/30/2024

Document Images

04/30/2024 -- ANNUAL REPORT	View image in PDF format
04/24/2023 -- ANNUAL REPORT	View image in PDF format
07/14/2022 -- ANNUAL REPORT	View image in PDF format
01/15/2021 -- ANNUAL REPORT	View image in PDF format
06/30/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- LC Amendment	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/27/2017 -- ANNUAL REPORT	View image in PDF format
08/22/2016 -- LC Name Change	View image in PDF format
04/05/2016 -- Florida Limited Liability	View image in PDF format

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Helmut Wyzisk III, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Helmut Wyzisk III
Print Name of Agent

Signature of Agent

14963 Twinberry Dr
Address: Number and Street (P.O. Box)

Orlando, FL 32828
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of July, 2024 by HELMUT WYZISK III who is personally known by me ☒ or who has produced FL DL, as identification and who did take an oath:

Signature

KALEANA RODRIGUEZ HERNANDEZ
Notary Public - State of Florida
Commission # HH 479568
My Comm. Expires Feb 9, 2028

KALEANA RODRIGUEZ HERNANDEZ
Print Name

Notary Public, State of Florida
My Commission Expires: 02/09/2028

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 15, 2024

PRESENTER:	**Cyndie Kramer, Planning & Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of P&Z Hearing No. 2167, changing the zoning designation for an approximate 26.84 acres from Agricultural District (AU) to Multiple-Family Dwelling including Motel and Hotel District (R-3), and for an approximate 12.50 acres from Agricultural District (AU) to Limited Business District (B-2)**

STATEMENT OF ISSUE

The matter for consideration is a change to the Official Zoning Atlas for an approximate 26.84 acres from Agricultural District (AU) to Multiple-Family Dwelling including Motel and Hotel District (R-3), and for an approximate 12.50 acres from Agricultural District (AU) to Limited Business District (B-2), to be consistent with the existing Future Land Use designations.

The parcels are vacant of structures and native vegetation, other than a pump house/irrigation well. The Applicant states that they have no immediate plans for development, but the rezoning would allow up to 322 dwelling units in the R-3 district and a maximum of 435,739 square feet of commercial space in the B-2 district.

RECOMMENDED ACTION

1. Move to approve and adopt by Resolution 24-25-004, P&Z 2166A, changing the Official Zoning Atlas for an approximate 26.84 acres from Agricultural District (AU) to Multiple-Family Dwelling including Motel and Hotel District (R-3) to be consistent with the existing Future Land Use designation, referencing the mandatory findings of fact and becoming effective as provided by law.

2. Move to approve and adopt by Resolution 24-25-007, P&Z 2166B, changing the Official Zoning Atlas for an approximate 12.50 acres from Agricultural District (AU) to Limited Business District (B-2) to be consistent with the existing Future Land Use designation, referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2167 for BCC Goodfellas.pdf
Resolution P&Z 2167A - Goodfellas.SGS.pdf
Resolution P&Z 2167B - Goodfellas.SGS.pdf
P&Z 2167 Application.pdf

HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT

Type: Rezoning	**P&Z Hearing Date:** 10/15/2024
Case Number: P&Z 2167	**Case Name:** Goodfellas
Agent: Jeff Kennedy & Dana Riddell	**Property Owners:** Goodfellas Land & Citrus, LLC
Public Hearing: BCC Agenda Item 10.C.	**Case Staff Member:** Cyndie Kramer

Request: The applicant is requesting a change to the Official Zoning Atlas to change the zoning designation for an approximate 26.84 acres from Agricultural District (AU) to Multiple-Family Dwelling including Motel and Hotel District (R-3), and for an approximate 12.50 acres from Agricultural District (AU) to Limited Business District (B-2), to be consistent with the existing Future Land Use designations.

General Location: An approximate 39.34 acres located at the southeast corner of the intersection of Sebring Parkway and Desoto Road, approximately 0.2 miles north of US 27, 1.00 mile south of Kenilworth Boulevard, 0.52 miles east of Alternate US 27 South, and 1.82 miles west of County Road 17 South; the address being 3593 Desoto Road, Sebring; and abbreviated legal description as follows: An approximate 39.34 acres located in Section 4, Township 35 South, Range 29 East, Highlands County, Florida.

PARCEL ID: C-04-35-29-A00-0030-0000 and C-04-35-29-A00-0031-0000

Staff Recommendations and Minutes:

1. **Staff Recommendations to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 24-25-004, P&Z 2167A, changing the Official Zoning Atlas for an approximate 26.84 acres from Agricultural District (AU) to Multiple-Family Dwelling including Motel and Hotel District (R-3), referencing the mandatory findings of fact and becoming effective as provided by law.

   Move to approve and adopt by Resolution 24-25-007, P&Z 2167B, changing the Official Zoning Atlas for an approximate 12.50 acres from Agricultural District (AU) to Limited Business District (B-2), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z 2167, changing the Official Zoning Atlas for an approximate 26.84 acres from Agricultural District (AU) to Multiple-Family Dwelling including Motel and Hotel District (R-3), and for an approximate 12.50 acres from Agricultural District (AU) to Limited Business District (B-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Excerpt from the September 10, 2024 DRAFT P&Z Minutes and Recommendation to the BCC: "7B. HEARING NUMBER P&Z 2167 – GOODFELLAS LAND & CITRUS, LLC, C/O JEFF KENNEDY AND DANA RIDDELL OF STONEHENGE LAND DEVELOPMENT CONSULTANTS, LLC An approximate 39.34 acres located at the southeast corner of the intersection of Sebring Parkway and Desoto Road, approximately 0.2 miles north of US 27, 1.00 mile south of Kenilworth Boulevard, 0.52 miles east of Alternate US 27 South, and 1.82 miles west of County Road 17 South; the address being 3593 Desoto Road, Sebring; and abbreviated legal description as follows: An approximate 39.34 acres located in Section 4, Township 35 South, Range 29 East, Highlands County, Florida.

The applicant is requesting a change to the Official Zoning Atlas to change the zoning designation for an approximate 26.84 acres from Agricultural District (AU) to Multiple-Family Dwelling including Motel and Hotel District (R-3), and for an approximate 12.50 acres from Agricultural District (AU) to Limited Business District (B-2), to be consistent with the existing Future Land Use designations. Mrs. Hunnicutt read the request and Mrs. Kramer and Mr. Kennedy presented the request. There were no letters received and no one in the audience spoke in favor or against the request. Mr. Boring asked the agent whether central water and sewer were available to this site, and Mr. Kennedy confirmed central water was available, but sewer upgrades would be required. Mr. Youngman asked what the standard procedure would be for deep water wells located on the property; Mr. Kennedy states the well can stay and could be used for irrigation or be capped.

Motion made by Mr. Boring and seconded by Mr. Brown to recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z 2167, changing the Official Zoning Atlas for an approximate 26.84 acres from Agricultural District (AU) to Multiple-Family Dwelling including Motel and Hotel District (R-3), and for an approximate 12.50 acres from Agricultural District (AU) to Limited Business District (B-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 7-0**."

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is a change to the Official Zoning Atlas for an approximate 26.84 acres from Agricultural District (AU) to Multiple-Family Dwelling including Motel and Hotel District (R-3), and for an approximate 12.50 acres from Agricultural District (AU) to Limited Business District (B-2), to be consistent with the existing Future Land Use designations.

The parcel is vacant of structures and native vegetation, other than a pump house/irrigation well. The Applicant states that they have no immediate plans for development, but the rezoning would allow up to 322 dwelling units and a maximum of 435,739 square feet of commercial space.

The 0.26 acres in the northeast corner of the property are separated from the remainder of the parcel by the railroad right-of-way. There is also a 30-foot ingress and egress easement along the easterly boundary with the railroad right-of-way which contains approximately 0.32 acres.

2. Staff Analysis:

R-3 Zoning:

The easterly 26.84 acres have a Future Land Use designation of High Density Residential (RH). Per Policy 1.2.D.4 of the Highlands County 2030 Comprehensive Plan, High Density Residential is the land use classification with the highest residential development potential, with a density range of 9 to 12 units per acre. “Prime candidates for development at this density are infill properties situated in close proximity to municipal boundaries, shopping and employment centers, the intersections of paved arterial or collector roads, and similarly developed sites. In addition to these considerations, new development or redevelopment at the upper limits of this density range may be required to connect to an existing central wastewater system and potable water system which are available to the site, or provided on site as required supporting uses.” The proposed R-3 zoning is consistent with these characteristics of development.

Furthermore, the Policy 1.2.D.4 states that, “Because of their high profile in the urban fabric, High Density Residential projects should integrate landscape treatments and buffers, screened or covered on-site parking, properly controlled internal circulation and access/egress points, and amenity spaces/facilities into the site plan. In order to assure that High Density Residential projects are compatible with the character of neighboring residential properties and respectful to the visual perspective of the street scape, design consideration should also be given to the scale of the project; building mass, heights, setbacks, and orientations; architectural style and material treatments; and signage.”

B-2 Zoning:

The westerly 12.50 acres have a Future Land Use designation of Commercial (C). Per Policy 1.2.D.7 of the Highlands County 2030 Comprehensive Plan, the Commercial land use designation is intended for:

- "Retail business operations which serve as convenience shopping or personal service destinations for nearby residential neighborhoods. Generally, such uses should locate at the intersection of arterial/collector roads or at the center of large-scale subdivisions. Examples include dry cleaning outlets, convenience stores, salons and barber shops, pharmacies, small retail shops, branch banks, small dry goods or hardware stores, antique shops, service stations, and similar types of use."

- "Businesses serving a county-wide or regional market area which provide a variety of trade goods and commodities at retail and wholesale levels. These commercial uses are usually dependent upon highway or arterial intersection locations. Community serving commercial businesses may develop in combination with neighborhood commercial businesses. Examples are large department stores, auto dealerships and repair garages, strip shopping centers, motels, larger restaurants, corporate headquarters, and other retail complexes. Shopping centers and malls over 5 acres in size must be developed under PD zoning."

- "Business operations that provide administrative, personal, or professional services to the general public or to other businesses. As a general rule, such uses are not associated with on-site activities common to stock and trade commercial operations, such as the retail sale and display of commodities or fair trade items. Under this heading are assisted living facilities (ALF), offices or studios for doctors, veterinarians, stock brokerages, real estate agencies, attorneys, engineers, architects, accountants, artists, postal services, financial consultants, travel agencies, and similar non-intensive, single purpose businesses."

3. Notices to Surrounding Property Owners.

On August 26, 2024, notices were mailed to 52 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

4. Existing Use Analysis:

Table 1: Existing Zoning, Uses and Future Land Use

Northwest M-1 Manufactured Homes RH Land Use	**North** I-1, B-3 Groves, Vacant, Railroad CI & C Land Use	**Northeast** I-2, B-3 Open Storage I & C Land Use
West S C-1 Offices, Vacant S-COM Land Use	**SUBJECT PROPERTY** AU Vacant RH & C Land Use	**East** AU Beekeeping, Railroad, Groves AG & RM Land Use
Southwest S C-1 Offices S-COM Land Use	**South** S C-1 & B-3 Hospital, Offices, Vacant S-COM & C Land Use	**Southeast** S C-1 Groves S-COM Land Use

5. Applicable References:

Planning:

- §163.3194(1)(a) - (b), Florida Statutes: Legal Status of Comprehensive Plan.
- Highlands County 2030 Comprehensive Plan:
  - Future Land Use Policies:
    - Policy 1.1, General Growth Management Strategy;
    - Policy 1.2.D.4, High Density Residential (RH)
    - Policy 1.2.D.7, Commercial (C);
    - Policy 1.2.D.12, Mixed Use (MU);

Zoning:

- Highlands County Land Development Regulations (LDRs):
  - Section 12.05.213: Multiple Family Dwelling including Hotel & Motel District (R-3)
  - Section 12.05.242: Limited Business District (B-2)

Department Comments and Analysis of Petitioner's Proposal:

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

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

Engineering Department: At the time of development, the applicant shall undergo the commercial site plan process and additional requirements may be identified at that time including interconnectivity.

Highlands County Fire Rescue: Need to consider the impact on Fire/EMS/Sheriff Office increased emergency response call volume. The closest station is Desoto City Station 18 (volunteer) on Desoto Road, less than a mile and about a minute away. Station 19 (paid station) on W. George Blvd, about 3.3 miles or 6 minutes away, would most likely be the first unit if volunteers are not available to respond.

Florida Department of Environmental Protection: The future proposed development will require stormwater management approvals which will be processed by the Southwest Florida Water Management District.

2. **The following Departments, Divisions, and Agencies offered no comment:** Natural Resources Division, Road & Bridge Department, Florida Department of Health, Highlands County School Board, Town of Lake Placid, Sun 'n Lake Improvement District

3. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Economic Development

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

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as having a slightly sloping topography, with elevations ranging between 110 and 145 feet from southeast to northwest.
2. **Soils:** The soil underlying the site is entirely *Astatula sand.* The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is fairly level, and excessively drained with negligible runoff.
3. **Surface Waters:** There are no surface waters within or near the subject property.
4. **Vegetative Cover:** The site has been cleared of native vegetation, having been used for citrus production.

B. Zoning Analysis:

1. **Current Use of Land:** The land is currently vacant, other than a pump house/irrigation well.
2. **Vesting Rights:** None.
3. **Current Zoning Designation:** The site currently has a zoning designation of AU.
4. **Proposed Zoning Designation:** The westerly 12.50 acres are

proposed to be rezoned to B-2 and the easterly 26.84 acres are proposed to be rezoned to R-3, consistent with the existing future land use designations on the property.

5. **Current Population Yield**: The current AU zoning designation permits a density of 1 dwelling unit per 5 acres. However, the inconsistent future land use designations would not allow the property to be developed; therefore, there is currently no potential population yield.
6. **Proposed Population Yield:** The existing RH future land use permits a maximum density of 12 dwelling units per acre. For the 26.84 acres proposed to be rezoned to R-3, the potential population yield is 724 persons; (26.84 acres x 12 DU/ac = 322.08; 322 dwelling units x 2.25 persons = 724.5 persons).
7. **Proposed Zoning Intensity:** The proposed B-2 zoning with the existing Commercial future land use designation would allow a maximum Floor Area Ratio (FAR) of 0.7 for office use or 0.8 for other commercial uses. The maximum build area for commercial uses would be 435,600 square feet (12.50 acres x 43,560 sf = 544,500; 544,500 x 0.8 = 435,600).
8. **The Applicant's proposed development program:** The Applicant has no immediate plans for development.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains less than 2 acres of Xeric Upland habitat along the eastern boundary of the site. Pursuant to Section 12.12.603 of the Highlands County LDRs, the Applicant **may be required** to obtain Environmental Clearance prior to development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are **no known** historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicates **no known** archaeological resource in the vicinity of the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas **located outside** the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0231C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property **is located** within Military Airport Zone III (MAZ III), as designated by Section 12.12.800 of the Highlands County LDRs. The development should consider sound-level reduction (SLR) standards that could be implemented to mitigate nuisances caused by recurring over-flight and other military training activities. Per Policy 10.11 of the Land Use Element of the Highlands County 2030 Comprehensive Plan, all real estate transactions shall include a disclosure regarding the proximity of property to a military

airfield, including all listing agreements, sales and rental contracts, subdivision plats, and other marketing materials.

6. **Wellhead Protection Zones:** The property **is not** located within any of the defined protection zones as defined by Section 12.12.301 of the Highlands County LDRs.
7. **Airport Surface Areas:** The property **is not located** within the defined surface areas of either the Sebring Regional Airport or the Avon Park Executive Airport, as designated by Section 2.1-3 of the Highlands Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property is proposed to be served by the City of Sebring water system. Sebring has provided a letter showing their excess capacity, which appears sufficient to serve the site. Water mains exist along Sebring Parkway and DeSoto Road.
2. **Central Wastewater:** The property is proposed to be served by the City of Sebring wastewater system. Sebring has provided a letter showing their excess capacity, which appears sufficient to serve the site. A gravity main exists along Sebring Parkway.
3. **Solid Waste:** The property will need to be serviced by the county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site currently has access to Sebring Parkway, a four-lane divided County-maintained paved road, classified as a minor arterial street; and to DeSoto Road, a two-line undivided County-maintained paved road, classified as a rural minor collector road.
5. **Railroad Access:** The site has approximately 445 feet of frontage along the South Central Florida Express railroad line.
6. **Recreation:** The proposed development will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan.
   There is an existing shared bikeway (sidewalk) along the property frontage on Sebring Parkway. The Highlands County Parks & Recreation Plan indicates a proposed multi-use path along the railroad right-of-way.
7. **Drainage:** Storm water management will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development. Below is a table showing existing and adopted traffic level of service (LOS) standards for impacted roadways.

Table 2: Level of Service Standards

Road Name	From	To	Adopted LOS Standard	Current LOS	Available Capacity
DeSoto Rd[1]	US 98 / US 27	S Highlands Ave	D	C	0.80
Sebring Parkway[1]	CR 17	SR 17 / N Ridgewood Dr	D	C	0.87
US 27 / SW Lakeview Dr[2]	SR 66/ US 98	SR 17 / Sebring Dr	D	B	0.60

Source: 1. 2020 Highlands County Concurrency Management System; 2. 2023 FDOT District 1 LOS

F. **Schools:** The allowed uses within the R-3 District are residential in nature. Since the residential uses will generate student impacts to the school district; school concurrency **is required**.

G. **Airports:** The subject property is located approximately 5.5 miles northwest of the Sebring Regional Airport and 10.0 miles southeast of the Avon Park Executive Airport.

Mandatory Findings of Fact:

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

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

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

Historical and Archaeological Clearance: The proposed Planned Development **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan.

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

The Planning & Zoning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2167, changing the Official Zoning Atlas for an approximate 26.84 acres from Agricultural District (AU) to Multiple-Family Dwelling including Motel and Hotel District (R-3), and for an

approximate 12.50 acres from Agricultural District (AU) to Limited Business District (B-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:
Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Existing Zoning Map
Exhibit 4: Proposed Zoning Map
Exhibit 5: Future Land Use Map

Exhibit 1: Location Map

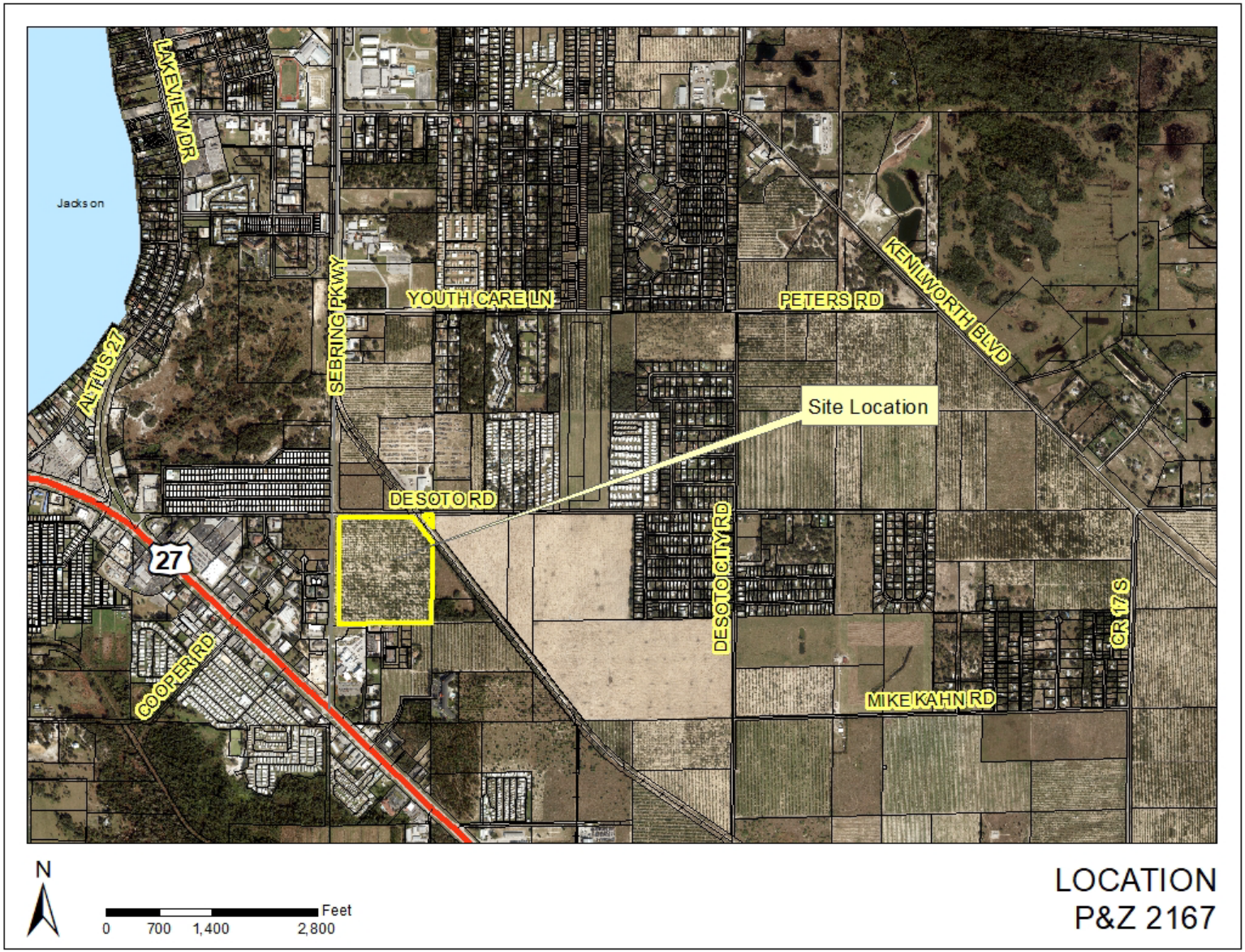


Exhibit 2: Aerial Map

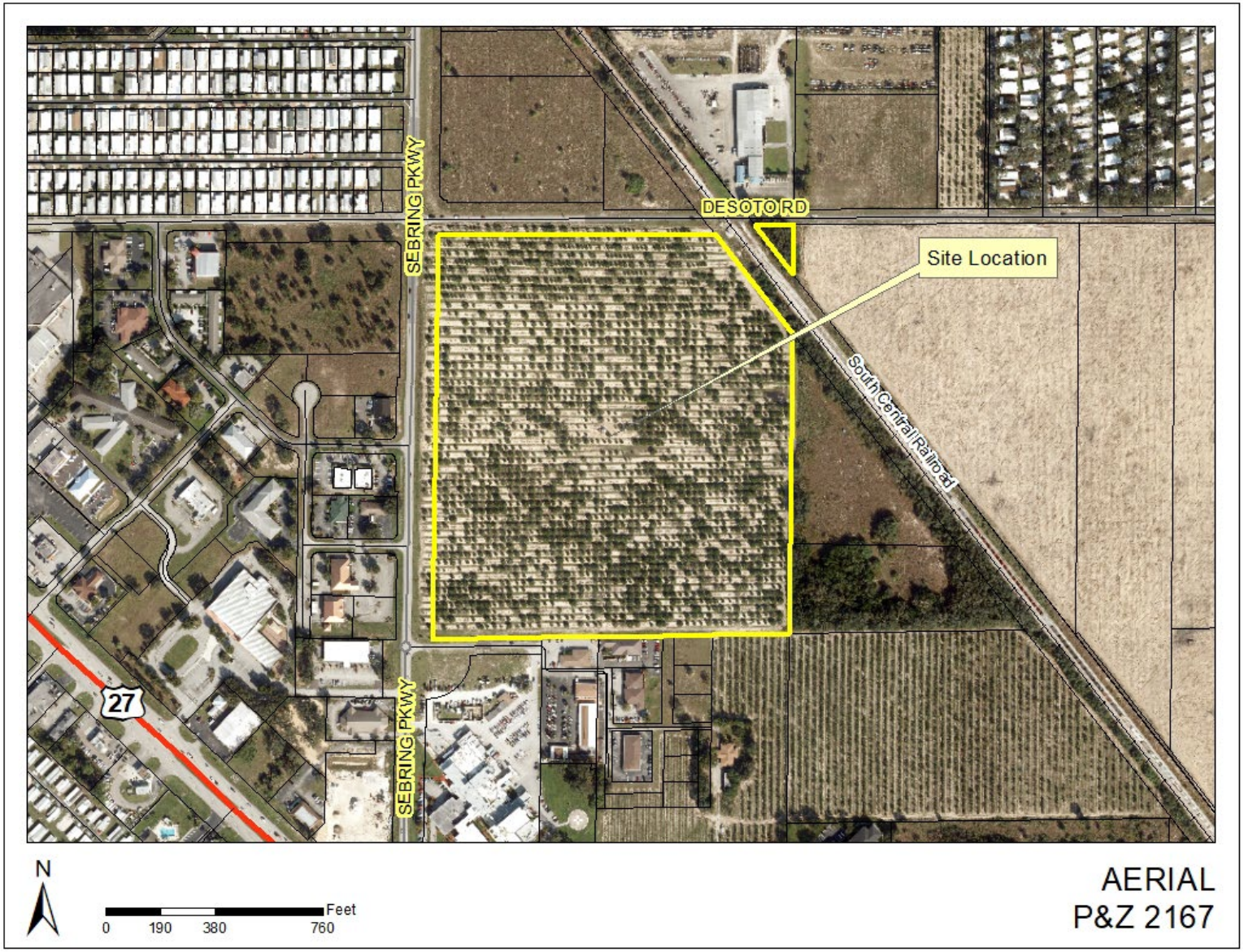


Exhibit 3: Existing Zoning Map

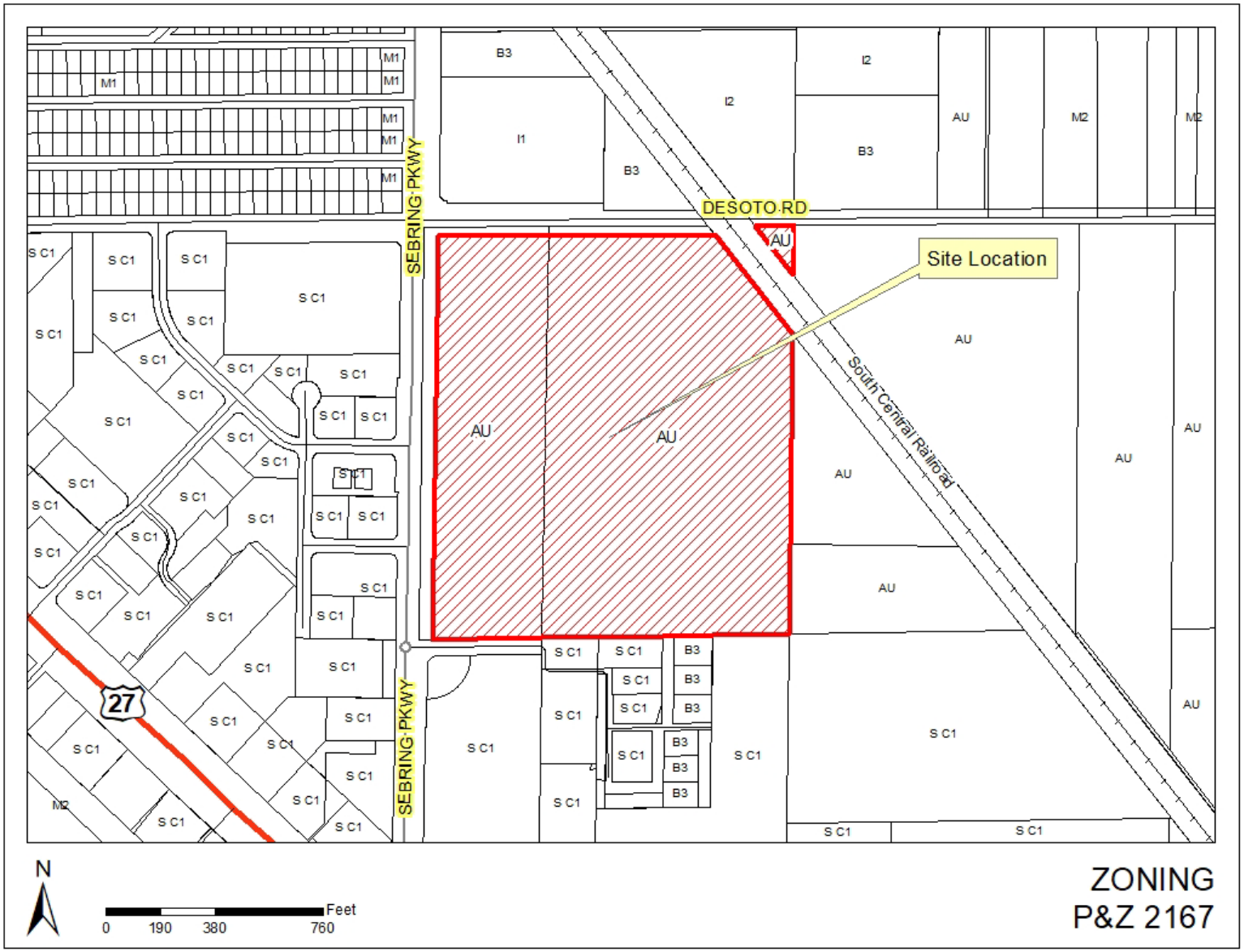


Exhibit 4: Proposed Zoning Map

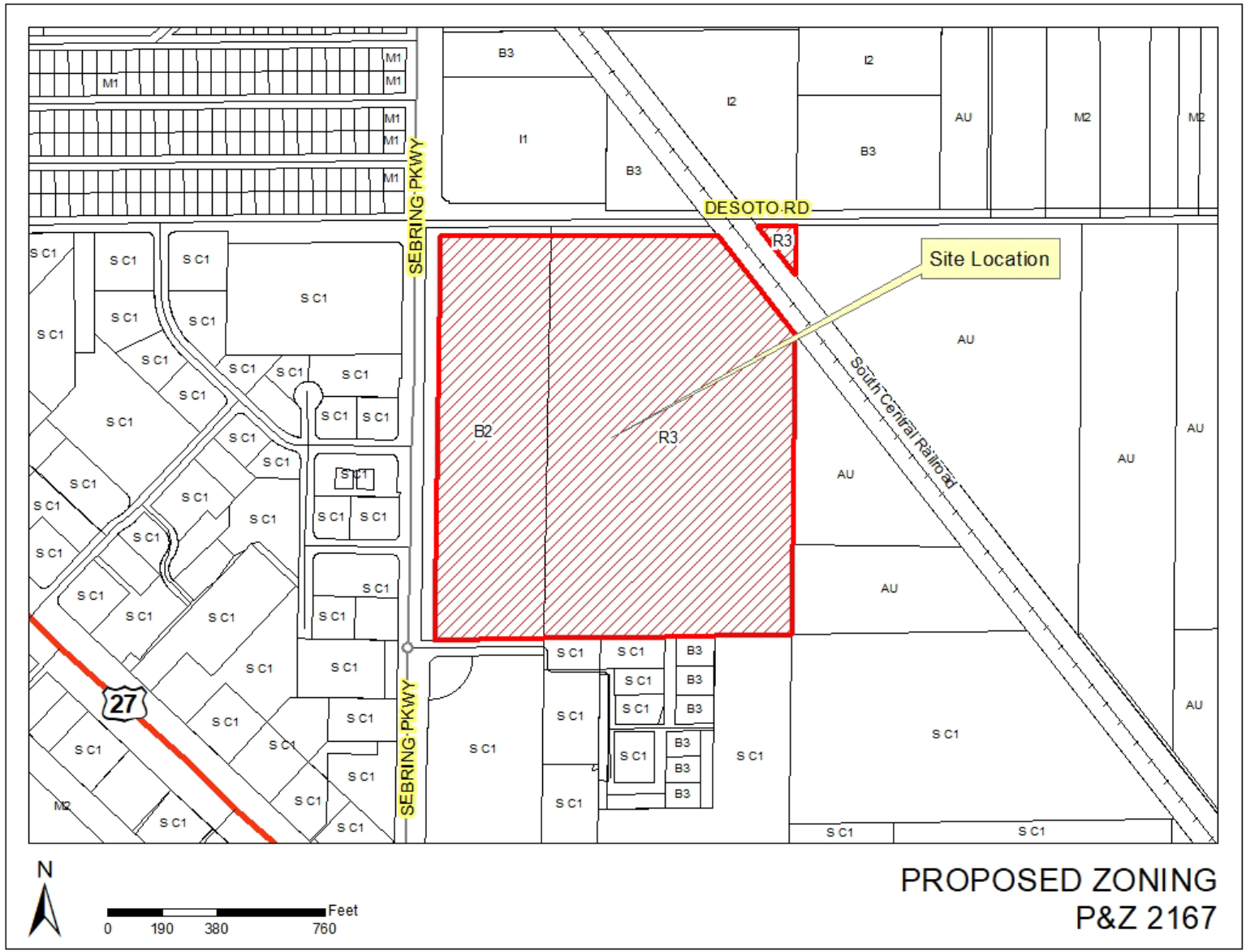
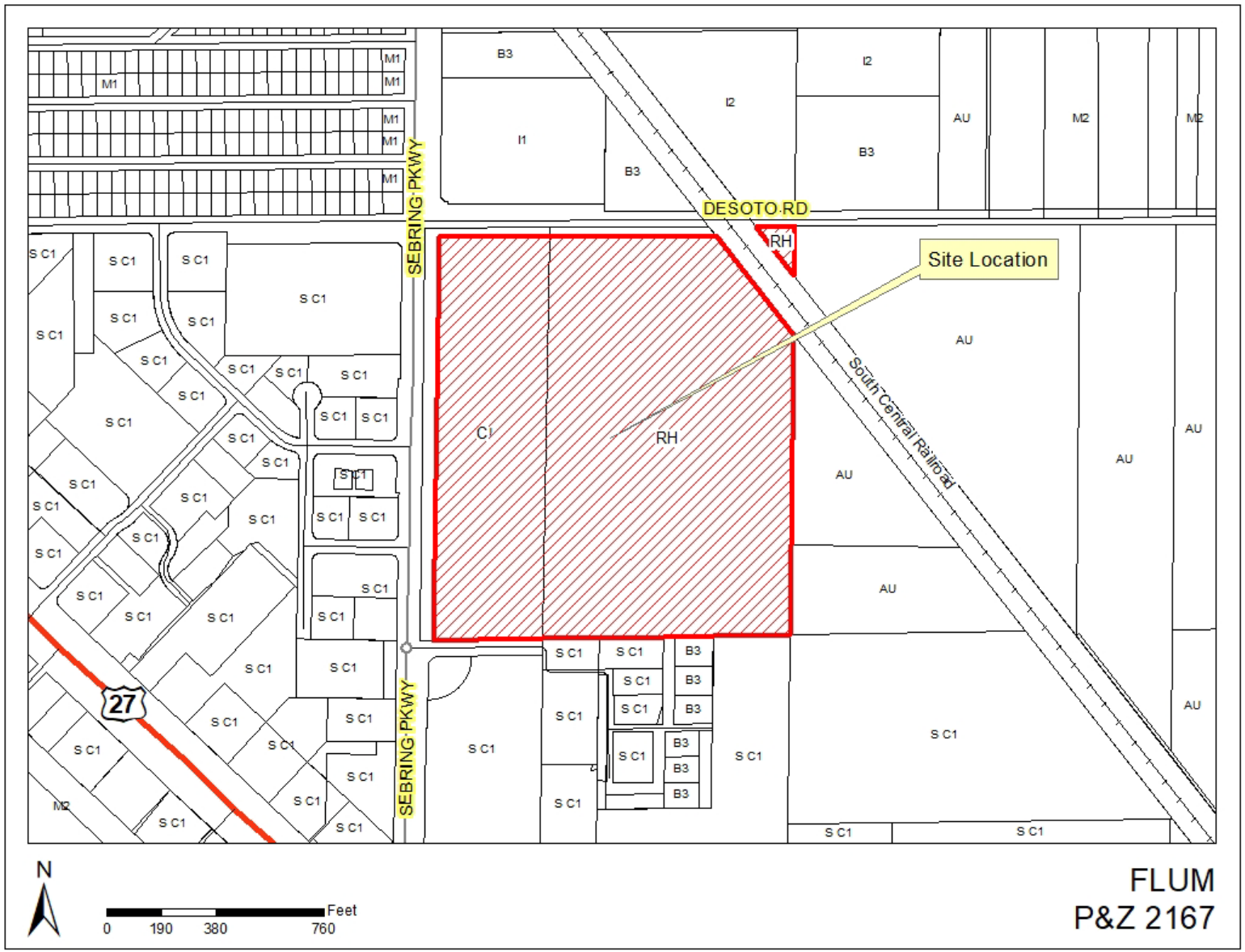


Exhibit 5: Future Land Use Map



RESOLUTION NO. 24-25-004

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THOSE PROPERTIES IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-04-35-29-A00-0030-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of those parcels of land identified by the Highlands County Property Appraiser through Parcel ID# C-04-35-29-A00-0030-0000 ("Property"), has requested a change to the existing zoning classification of the Property for the specific purposes of furthering residential objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

SECTION 1. <u>Legislative Findings and Intent.</u> Highlands County has complied

with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by Highlands County Property Appraiser through Parcel ID# C-04-35-29-A00-0030-0000 and as more particularly described as:

> The NW ¼ of the NW ¼ of Section 4, Township 35 South, Range 29 East, Highlands County, Florida, LESS the westerly 480 feet thereof, and LESS AND EXCEPT, one and one-third acres, more or less, conveyed by deed by Milton A. Chandler and John M. Barker to the Atlantic Coast Line Railroad Company for the right-of-way on the northeast corner of the above described tract of land, and LESS AND EXCEPT, road rights-of-way including but not limited to those rights-of-way granted in O.R. Book 2695, Page 1445, O.R. Book 2695, Page 1447, O.R. Book 2695, Page 1460, and O.R. Book 2695, Page 1462 also including the easement granted in O.R. Book 2987, Page 1187, all in the Public Records of Highlands County, Florida.

is hereby changed from Agricultural District (AU) to Multiple Family Dwelling including Motel and Hotel District (R-3).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property identified by Parcel ID # C-04-35-29-A00-0030-0000 is Multiple-Family Dwelling including Motel and Hotel District, R-3.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2167A, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

DONE AND ADOPTED, this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

RESOLUTION NO. 24-25-007

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THOSE PROPERTIES IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-04-35-29-A00-0031-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

SECTION 1. <u>Legislative Findings and Intent.</u> Highlands County has complied

with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

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is hereby changed from Agricultural District (AU) to Limited Business District (B-2).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property identified by Parcel ID # C-04-35-29-A00-0031-0000 is Limited Business District, B-2.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2167B, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

DONE AND ADOPTED, this 15th day of October 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

Highlands County, Florida
Zoning Change Application

Zoning change from: AU
Zoning change to: B-2 and R-3 PUD

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

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2167 / Project # **Date of Application:** Updated 7/23/2024
Amount of Fee: $ 1,950.00 **Receipt No.:** _____ **Tax Map No.:** 91-B
Hearing Dates: LP: _____ **P&Z:** 9/10/2024 **BCC:** 10/15/2024

****

This application has been reviewed for completeness and determined sufficient:

Zoning Supervisor _____ **Date** 7/24/2024

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: Goodfellas Land & Citrus, LLC
   Mailing Address: PO Box 1086, Maquoketa, IA 52060
   Telephone No.: (563) 213-0691 **E-Mail Address:** n/a

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: Jeff Kennedy & Dana Riddell
   Mailing Address: 7045 CR 17 S
   Telephone No.: (863) 835 - 2055 **E-Mail Address:** JRKennedymailbox@gmail.com

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. See Exhibit A.

4. **Strap No.(s) of Property Covered by Application:** **Subject to change due to lot split request
   STRAP #:C-04-35-29-A00-0030-0000 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 3593 Desoto Rd. This is subject to change as the application continues to be processed. A lot split has been requested.

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** AU **Existing Land Use Classification:** C & RH
   Are the Zoning and Comprehensive Plan Consistent? ☐Consistent ■Not Consistent

7. **Existing Property Information:** Size of Property (width) 1,413 feet, (depth) +/- 1,246 feet, street frontage 1,413 + 966 + 135 = 2,514 feet, water frontage N/A feet, **Total acres** _____
   If different from the total acreage, the upland, or developable portion is 39.35 +/- acres.

8. **Are there existing structures on the property?** ■Yes ☐No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? 1 pump house/irrigation well
   If multiple units, the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ■No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ■No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ■No **If Yes,** in whose name and when? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ■No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	VACANT/OPEN STORAGE	CI/C/I	I-1/B-3/I-2
South	HOSPITAL/VACANT/GROVES	SEBRING COM/ COUNTY C	SEBRING C-1/COUNTY B-3
East	BEES/GREENHOUSE	RM/RR TRACKS/AG	AU
West	OFFICES/VACANT/TIMBER	SEBRING COM	SEBRING C-1

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** TO ASSIGN ZONING CONSISTENT WITH THE FUTURE LAND USE TO ALLOW COMMERCIAL ACTIVITIY SERVING RESIDENTIAL USES AND MULTI-FAMILY DEVELOPMENT

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):**
    A maximum of 322 dwelling units on approximately 26.846 acres (Tract 3 of Tract 1 will allow for a duplex).
    A maximum of 435,739 square feet (80% FAR for commercial uses as permitted in the B-2 District or less if office uses)

16. **Proposed Development Standards (if applicable):**
    A. Proposed parcel size (if increasing area with this application) n/a square feet/acre
    B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building n/a divided by Parcel size 39.35 Acre = FAR 0 % **Proposing a maximum of 70-80% FAR consistent with the B-2 District. Also proposing a maximum lot coverage between 30 & 50% as permitted by the R-3 District.

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ■Yes ☐No **If Yes,** the potable water system requirements will be accommodated by the CITY OF SEBRING water system.

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

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating 14,759,600 gpcd.
b. The facility has a permitted capacity for 5,811,000 gpcd.
c. The facility has an average demand or committed capacity for 3,933,000 gpcd.
d. The facility has an excess capacity of 1,878,000 gpcd.
e. This proposed development will require approximately 125,850 gpcd.

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

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

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

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

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

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

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

a. The facility has the designed capacity for pumping and treating 2,000,000 gpcd.
b. The facility has a permitted capacity for 2,000,000 gpcd.
c. The facility has an average demand or committed capacity for 1,248,000 gpcd.
d. The facility has an excess capacity of 752,200 gpcd.
e. This proposed development will require approximately 125,850 gpcd.

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

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

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

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

Note: The required LOS for the County is premised upon the applicable water management district standards.
SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

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

20. **Solid Waste Disposal:** The proposed development will be served by the County-approved refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: Minimum 30% open space. Potential recreational facilities include, but are not limited to, a clubhouse, pool, dog park, playground, multi-use path, basketball courts, etc. Parks may be provided on-site, off-site, and/or with payment in lieu of.

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

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

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

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

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

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

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

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

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ■**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ■**No**

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

JOHN SHOOP MAYOR

COUNCIL:
ROLAND BISHOP, PRESIDENT
JOSH STEWART, PRO-TEMPORE
LENARD CARLISLE
HARRISON HAVERY
TERRY MENDEL

SEBRING
CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

July 11, 2024

To Whom It May Concern:

Re: 3593 Desoto Rd - Parcel ID, C-04-35-29-A00-0030-0000

Listed below is the water and wastewater capacities data requested for the above referenced parcels.

Potable Water

Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,933,000 GPD
Excess capacity: 1,878,000 GPD
This development demand: N/A GPD

Wastewater Treatment

Designed capacity: 2,000,000 GPD
Permitted capacity: 2,000,000 GPD
Committed capacity: 1,248,000 GPD
Excess capacity: 752,000 GPD
This development demand: N/A GPD

Please let me know if you have any questions or if I may be of further assistance.

Best regards,

Bob Boggus
Utilities Director

cc: Kim Shands, Administrative Coordinator
File

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Anjelica Tinajero, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

School Board of Highlands County
School Capacity Planning Tool for Comprehensive Plan Amendments

June 28, 2024

Jeff Kennedy
7045 County Road 17 S.
Sebring, FL 33876

School Year of Analysis: **2023/2024**

Proposed Development:
Applicant:
Location (map attached): 3593 DeSoto Road, Sebring, FL
C-04-35-29-A00-0030-0000

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

Maximum Proposed Dwelling Units: ___Single Family _____Mobile Home **322** Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2023/2024 Student Generation Rates by Dwelling Unit Type

Dwelling unit Type	Elementary (K-5)	Middle (6-8)	High (9-12)
Single Family	0.129	0.061	0.074
Mobile Home	0.086	0.041	0.049
Multi-Family	0.080	0.038	0.046

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Anjelica Tinajero, Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
Fred Wild Elementary	115.36	0	115.36	25.76	89.60
Sebring Middle	91.21	0	91.21	12.24	78.97
Sebring High	54.98	0	54.98	14.82	40.16

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,

Anjelica Tinajero
Assistant Superintendent of Business/Operations

AT/cp

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

R-3 ~~EDB~~ GRK

Exhibit A

TRACT 1: NW ¼ OF THE NW ¼ OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, LESS AND EXCEPT ONE AND ONE-THIRD ACRES, MORE OR LESS, CONVEYED BY DEED BY MILTON A. CHANDLER AND JOHN M. BARKER TO THE ATLANTIC COAST LINE RAILROAD COMPANY FOR THE RIGHT-OF-WAY ON THE NORTHEAST CORNER OF THE ABOVE-DESCRIBED TRACT OF LAND, LESS AND EXCEPT ROAD RIGHT-OF-WAYS. LESS AND EXCEPT TRACT 2: A PORTION OF THE NW ¼ OF THE NW ¼ OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS: COMMENCE AT A POINT ON THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY FLORIDA; THENCE S 89°42'33"W, ALONG THE NORTH LINE OF SAID SECTION 4, 4851.51 FEET; THENCE S 01°04'15" W, 55.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF DESOTO ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE S 01°04'15" W, FOR A DISTANCE OF 1406.68 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN THE OFFICIAL RECORDS BOOK 728, PAGE 184, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY FLORIDA; THENCE S 89°08'15" W, ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 728, PAGE 184 AND THE NORTHERLY RIGHT-OF-WAY LINE OFSOUTH HIGHLANDS AVENUE, 383.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE SEBRING PARKWAY; THENCE N 00°48'19" E ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, 1410.37 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF DESOTO ROAD; THENCE N 89°42'33" E ALONG THE SAID SOUTH RIGHT-OF-WAY LINE 390.06 FEET TO THE POINT OF BEGINNING, CONTAINING 12.504 ACRES.

B-2

TRACT 2: A PORTION OF THE NW ¼ OF THE NW ¼ OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS: COMMENCE AT A POINT ON THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY FLORIDA; THENCE S 89°42'33"W, ALONG THE NORTH LINE OF SAID SECTION 4, 4851.51 FEET; THENCE S 01°04'15" W, 55.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF DESOTO ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE S 01°04'15" W, FOR A DISTANCE OF 1406.68 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN THE OFFICIAL RECORDS BOOK 728, PAGE 184, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY FLORIDA; THENCE S 89°08'15" W, ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 728, PAGE 184 AND THE NORTHERLY RIGHT-OF-WAY LINE OFSOUTH HIGHLANDS AVENUE, 383.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE SEBRING PARKWAY; THENCE N

00°48'19" E ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, 1410.37 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF DESOTO ROAD; THENCE N 89°42'33" E ALONG THE SAID SOUTH RIGHT-OF-WAY LINE 390.06 FEET TO THE POINT OF BEGINNING, CONTAINING 12.504 ACRES.

2224 N. Archer Road
Avon Park, FL 33825
Tel: (484) 467-5551
www.stonehengeldc.com

July 17, 2024

Planning and Zoning Division
Highlands County Board of County Commissioners
501 S. Commerce Avenue
Sebring, FL 33870

RE: Letter of Intent (3593 Desoto Rd., Sebring)

To Whom it May Concern:

The owner of the property located at 3593 Desoto Rd., Sebring (Parcel ID C-04-35-29-A00-0030-0000) is seeking a zoning change from AU (Agricultural District) to B-2 (Limited Business District) and ~~R-3 FUD~~ (Multiple-Family Dwelling Including Motel And Hotel ~~with a Flexible Unit Development District~~) to allow a multi-family development up to 322 units and commercial activity serving the residential needs of the area. ~~An FUD is proposed for the sole purpose of providing a landscape buffer adjacent to the railroad right-of-way as an additional visual and noise buffer. The site plan included in the application package is highly conceptual to allow for flexibility during the design process at the time of development~~. The subject property has an existing Future Land Use classification of Commercial (C) and High Density Residential (RH), which is inconsistent with the existing zoning. The proposed zoning will correct this inconsistency and advance the vision of the Highlands County 2030 Comprehensive Plan (Comp Plan).

The proposed zoning complies with the following policies, goals, and objectives of the Highlands County 2030 Comprehensive Plan:

Future Land Use Element:

GOAL: ENSURE A HIGH QUALITY, DIVERSIFIED LIVING ENVIRONMENT THROUGH THE EFFICIENT DISTRIBUTION OF COMPATIBLE LAND USES, DISCOURAGE URBAN SPRAWL, PROTECT ENVIRONMENTALLY SENSITIVE LANDS, REDUCE GREEN HOUSE GAS EMISSIONS, AND PROVIDE GUIDANCE FOR THE LOCATION, TYPE, AND INTENSITY FOR NEW DEVELOPMENT, WITHIN THE 2010 TO 2030 PLANNING PERIOD.

OBJECTIVE 1: GROWTH MANAGEMENT STRATEGY

Development within the County shall be managed through the application of Comprehensive Plan Goals, Objectives, and Policies including the implementation

of the Land Development Regulations of Highlands County for the planning period of 2010 to 2030.

Policy 1.1: General Growth Management Strategy

A. The Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector. The General Growth Management Strategy consists of the following:
    1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;

Policy 1.2: Land Use Categories, Densities, and Intensities

3. Medium Density Residential: (abbreviation = RM)

The development pattern for this residential category begins with the traditional development density for single-family lots on unincorporated properties in the County. Generally subdivided into quarter-acre lots, which established the starting density this land use category constituted the primary residential environment for County residents comprising both site-built and mobile homes. Historic development patterns for this land use category favor commuter linkages from satellite subdivisions around municipalities and along arterial corridors. Housing service ranges from single-family detached neighborhoods to attached housing complexes, such as duplexes, which offer both ownership and rental opportunities. Vacant infill properties are prime candidates for this land use category. Future projects should emphasize a traditional preference for privacy, visual amenity, and low profile development: one and two story construction, ample separation between buildings, off-street parking, landscape treatments, etc. The upper end of this density range, which includes the Mobile Home Park (max. 8 dus/ac), may be achieved where existing infrastructure and paved roads exist to serve the development site or whenever special taxing districts are created to provide such infrastructure.

a. Starting Density: 4.00 units per acre.
b. Maximum Density: 8.00 units per acre
c. Additional Allowable Uses: Public schools (Elementary, Middle, & High); collocated with the following public facilities to the extent possible: public recreational facilities; community centers; public library; museum and gallery.
d. Permitted Supporting Uses: include potable water and wastewater treatment plants.

e. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; and (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use.

Policy 2.1: Infill

A. Consistent with the policies of this Plan to promote development opportunities within the County, priority shall be given to infilling existing urbanized areas. However, this development should not be at the expense of existing environmentally sensitive natural resources on any parcels considered for infill development. Therefore, in order to encourage the utilization of existing infrastructure, to ensure that quality environmental resources are integrated into any development program, and, to provide for the orderly development of isolated parcels within the urbanized areas of the County, the following guidelines shall be used to determine if a land use amendment and/or rezoning proposal may be considered as infill development:
    1. The infill property must be proposed under one development plan;
    2. The infill development must be compatible with the prevailing land use densities or intensities of use on adjacent developed properties;
    3. The infill site must share a common property line or in close proximity with developed properties;
    4. The infill development must 1) be served by an existing public road - or- 2) guarantee construction of a public road built to County specifications prior to issuance of a Final Development Order;
    5. The infill development must meet the concurrency requirements of Future Land Use Policy 5.1 in particular and be consistent with other applicable policies of this Comprehensive Plan;
    6. The infill development must be proposed as a Cluster Development whenever the infill site contains natural resources specified under Natural Resources Policies 3.2A and 3.3B; and,
    7. The infill development is within 1/4 mile of central urban services, such as water and wastewater and/or immediately adjacent to an incorporated community where these services may be acquired.
B. Where necessary to execute infill development plans, an amendment to the Future Land Use Map and a Consistency Rezone shall be required. As part of the infill processing application, the applicant shall submit a land use suitability analysis describing how the proposed project is compatible with adjacent land uses and satisfies Comprehensive Plan policies pertaining to any natural resources if they exist.

C. For purposes of implementing this policy, infill shall be considered new development and must satisfy all concurrency requirements.

OBJECTIVE 4: LAND DEVELOPMENT REGULATIONS AND PROJECT REVIEWS

As the Comprehensive Plan is amended, the County shall revise affected Land Development Regulations.

A. Ensure the compatibility of adjacent land use activities through the application of zoning and subdivision regulations and by the coordination of these functions during development order reviews;
B. Provide for safe and healthful living environments for all income levels and household types through zoning regulations, development standards, and building codes;
G. Promote the efficient use of land as a revenue base for the County's agricultural sector, residential neighborhoods, commercial activity, industrial enterprise, and public facilities by the implementation of zoning and subdivision regulations which are consistent with the Comprehensive Plan.

Housing Element:

GOAL: WITHIN THE 2010 TO 2030 PLANNING PERIOD, ENCOURAGE DESIRABLE HOUSING IN A HEALTHY LIVING ENVIRONMENT FOR ALL RESIDENTS.

OBJECTIVE 1: HOUSING IMPLEMENTATION PROGRAM

Increase housing availability to very low, low, workforce, and moderate income households.

OBJECTIVE 2: PROVIDE AFFORDABLE HOUSING

The County shall assist in providing opportunities for affordable, structurally sound housing for current and seasonal residents regardless of age, race, sex, persons with disabilities, or family size.

Infrastructure Element:

GOAL 1: TO PROVIDE A HIGH LEVEL OF INFRASTRUCTURE SERVICES TO COUNTY RESIDENTS WITHIN THE 2010 TO 2030 PLANNING PERIOD. GOAL 2: TO PROTECT AND ENHANCE ENVIRONMENTAL QUALITY THROUGH ENSURING HIGHER STANDARDS OF WATER, WASTEWATER, SOLID WASTE, AND STORMWATER MANAGEMENT SERVICES. GOAL 3: TO MAXIMIZE UTILIZATION OF EXISTING INVESTMENT AND FACILITIES UNDER BOTH PUBLIC AND PRIVATE OWNERSHIP.

OBJECTIVE 2: CENTRAL WASTEWATER SYSTEMS Recognize that certain land uses and development densities require central wastewater systems

OBJECTIVE 5: GROWTH MANAGEMENT THROUGH CENTRAL WASTEWATER SYSTEMS The County shall implement procedures which discourage urban sprawl and maximize the use of existing facilities, especially areas served by centralized and planned infrastructure.

Policy 5.1: Develop Areas Served by Central Wastewater Systems In addition to implementing a policy for centralized wastewater systems, the County intends to discourage urban sprawl and provide for the more efficient use of existing central wastewater facilities through a purposeful implementation of the General Growth Management Strategy articulated under Future Land Use Objectives 1. The County shall encourage residential density concentrations, as opposed to large lot, low density residential within the service areas as a means to Adopted Effective Date: August 23, 2011 Highlands County 2030 Comprehensive Plan Infrastructure Element Page 8 economically capture wastewater of sufficient quantity for reclamation and distribution for irrigation or commercial/industrial use.

OBJECTIVE 6: PROVIDE SUFFICIENT POTABLE WATER TO RESIDENTIAL AND NONRESIDENTIAL USERS WITHIN WATER SERVICE AREAS CONSISTENT WITH THE WATER SUPPLY FACILITIES WORK PLAN

Policy 6.5: Mandatory Connection to Central Water System.

Connections to County potable water systems shall be guided by the following:

B. The County shall require that all new development and redevelopment containing dwelling units on lots smaller than one (1.0) gross acre in size to provide potable water as follows:
    1. Multi-Family Developments (regardless of parcel size) and subdivisions with lots less than 1 acre in size shall be required to: a. Connect to an existing system; or b. Construct or guarantee to construct an approved central potable water system, or sufficiently upgrade an existing system to serve the entire proposed project.
    2. Multi-Family Developments (regardless of parcel size) and subdivisions with lots less than one (1) gross acre in size shall be required to provide or guarantee to provide a central potable water system designed to support all phases of the development to provide for future fire suppression requirements including hydrant connections.

Additional analysis of the site is included below:

Recreation – Private recreational facilities shall be included at the time of development pursuant to the requirements established by the Highlands County Land Development Regulations. The specific amenities will be determined at that time, but they may include a clubhouse, dog park,

pickleball courts, basketball courts, playground, multi-use paths, and nature/exercise trails. Public playgrounds in the surrounding area include the following:

1. Gabe White Park – 1 mile
2. Multi Park Complex – 3 miles
3. Charlie Brown Park – 4 miles
4. Pier Beach – 4 miles
5. Circle Park – 4 miles
6. Veterans Beach – 6 miles

Emergency Services – Emergency services for both City and County-operated facilities are all in close proximity to the site. Police, fire rescue, and EMS are located within a 3-mile radius and less than 5 minutes by car. Below are details regarding the emergency services closest to the site.

1. City of Sebring Police Department – 3 miles
2. Highlands County Sheriff's Department – 2 miles
3. Highlands County EMS (Downtown Sebring Station) – 3 miles
4. City of Sebring Fire Station (Mango) – 2 miles
5. Highlands County Fire Station (Desoto City) – 0.7 miles

In summary, the proposed zonings of B-2 and R-3 FUD are consistent with the existing Future Land Use and compatible with the surrounding area. The rezoning meets the criteria for infill development and will maximize the use of existing infrastructure and facilities.

Please do not hesitate to contact me for additional information, or questions.

Respectfully,

Dana Riddell

Dana Riddell
Land Development Consultant/Agent of Record

OFFICIAL RECORDS FILE#: 2212528 OR BK 3055 PG 1260 PAGES: 4
7/15/2024 9:50:16 AM REC FEES: $35.50 DEED DOC:$8750.00
D.C. STURNBULL JEROME KASZUBOWSKI CLERK OF COURTS, HIGHLANDS CO.

Prepared by and return to:
Patricia Barnhart
LP Title Company, Inc.
137 Tower Street
Lake Placid, FL 33852
(863) 659-4109
File Number: **LP226.24**

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this **10th day of July, 2024** between **TRUIST BANK f/k/a SUNTRUST BANK as Successor Corporate Trustee, of the MARGARET S. NORRIS TRUST FBO MARGARET NORRIS and TRUIST BANK f/k/a SUNTRUST BANK as Successor Corporate Trustee, of the TOM B. SWANN, JR. TRUST FBO MARGARET NORRIS** whose post office address is **P.O. Box 117508, Atlanta, GA 30368-7508**, grantor, and **GOODFELLAS LAND & CITRUS, LLC, a Iowa Limited Liability Company** whose post office address is **P.O. Box 1086, Maquoketa, IA 52060**, grantee:

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

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

NW ¼ of the NW ¼ of Section 4, Township 35 South, Range 29 East, Highlands County, Florida,
LESS AND EXCEPT one and one-third acres, more or less, conveyed by deed by Milton A. Chandler and John M. Barker to the Atlantic Coast Line Railroad Company for the right-of-way on the northeast corner of the above-described tract of land,
LESS AND EXCEPT Road Right-of-Ways including but not limited to those Right-of-Ways granted in O.R. Book 2695, Page 1445, O.R. Book 2695, Page 1447, O.R. Book 2695, Page 1460 and O.R. Book 2695, Page 1462 also including the easement granted in O.R. Book 2987, Page 1187.

Parcel Number: C-04-35-29-A00-0030-0000

This conveyance is subject to the following:
1. **Ad valorem taxes and solid waste charges subsequent to 2023;**
2. **Zoning, restrictions, prohibitions and other requirements imposed by governmental authority;**
3. **Restrictions and matters appearing on the plat or otherwise common to the subdivision;**
4. **Public utility easements of record.**

Grantor warrants that the property conveyed herein is not the homestead property of the Grantor as defined by the laws of the State of Florida. That, in fact, the property is vacant and unimproved land.

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

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

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

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

200

Signed, sealed and delivered in our presence:

Witness
Printed Name: THE UPS STORE
P.O. Address: 4915 ARENDELL ST.
STE J
MOREHEAD CITY, NC 28557

TRUIST BANK f/k/a SUNTRUST BANK as Successor Corporate Trustee, of the MARGARET S. NORRIS TRUST FBO MARGARET NORRIS created under an Irrevocable Trust Agreement dated July 31, 1948

By: _____
ANDY MARTIN, Vice President

Witness
Printed Name: THE UPS STORE
P.O. Address: 4915 ARENDELL ST.
STE J
MOREHEAD CITY, NC 28557

TRUIST BANK f/k/a SUNTRUST BANK as Successor Corporate Trustee, of the TOM B. SWANN, JR. TRUST FBO MARGARET NORRIS created under an Irrevocable Trust Agreement dated July 31, 1948

By: _____
ANDY MARTIN, Vice President

State of North Carolina
County of Carteret

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 8 day of July, 2024 by ANDY MARTIN, as Vice President of TRUIST BANK f/k/a SUNTRUST BANK as Successor Corporate Trustee of the MARGARET S. NORRIS TRUST FBO MARGARET NORRIS created under an Irrevocable Trust Agreement dated July 31, 1948 and TRUIST BANK f/k/a SUNTRUST BANK as Successor Corporate Trustee of the TOM B. SWANN, JR. TRUST FBO MARGARET NORRIS created under an Irrevocable Trust Agreement dated July 31, 1948, who [ ] are personally known or [✓] have produced drivers' licenses as identification.

[Seal]
Margot L Dunning
Notary Public
Carteret County
North Carolina
My Commission Expires 11/04/2026

Notary Public
Print Name: Margot L Dunning
My Commission Expires: 11 04 2026

CERTIFIED CORPORATE RESOLUTIONS AND
CERTIFICATE OF INCUMBENCY

WHEREAS, SunTrust Banks, Inc. and SunTrust Bank (collectively, "**SunTrust**"), have merged with and into BB&T Corporation and Branch Banking and Trust Company, respectively (collectively, "**BB&T**") and the surviving entities in the mergers were renamed Truist Financial Corporation and Truist Bank, respectively (collectively, "**Truist**");

WHEREAS, Article VI, Section 1 of the Bylaws of Truist Financial Corporation and Article VI, Section 1 of the Bylaws of Truist Bank each provide that the Boards of Directors of Truist (the "**Board**") may determine the ability of corporate officers "to enter into contracts and execute and deliver instruments on behalf of" each of Truist Financial Corporation and Truist Bank, respectively;

WHEREAS, the Board desires (i) to provide appropriate corporate officers of Truist with a general authority to execute on behalf of Truist instruments, documents or writings for the conduct of the business of Truist, (ii) in order to allow for continuity of ongoing business processes, to confirm that all officers of SunTrust and BB&T may continue to sign instruments, documents or writings for the conduct of the business of Truist to the extent permitted prior to the merger of SunTrust and BB&T, and (iii) to authorize and empower Committees of the Board, Executive Committees, Management Committees, and each of the fourteen (14) Executive Officers of Truist (the "**Executive Officers**") to delegate or restrict signing authority on behalf of Truist to the extent necessary to operate the respective lines of business and internal operations of Truist in a safe and sound manner;

NOW THEREFORE BE IT:

RESOLVED, that all indentures, mortgages, deeds, conveyances, contracts, notes, drafts, loan documents, letters of credit, master agreements, swap agreements, guarantees, discharges, releases, satisfactions, settlements, affidavits, bonds, undertakings, powers of attorney, and other instruments or contracts may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of Truist by the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, any Vice Chairman, any Corporate Executive Vice President, any Senior Executive Vice President, any Executive Vice President, any Senior Vice President, any Managing Director, any Group Vice President, any First Vice President, any Director, any Vice President, or any individual who is listed in Truist's current human resources files as having a pay grade equal to any of the aforementioned officer positions;

FURTHER RESOLVED, notwithstanding the foregoing, that any officer of Truist, regardless of title, previously permitted to enter into instruments, documents or writings on behalf of SunTrust or BB&T, may continue to do so without interruption or further authorization, subject to (i) any change in applicable policy or procedure that may apply to a particular line of business or corporate function following the merger of SunTrust and BB&T, and (ii) any direction by a corporate officer of a more senior title within that line of business or corporate function to cease signing instruments, documents or writings on behalf of Truist;

FURTHER RESOLVED, that the Committees of the Board, Executive Committees, Management Committees, and each of the Executive Officers are hereby authorized to further delegate or restrict signing authority on behalf of Truist in lines of business or corporate functions to the extent deemed appropriate

without further action from the Board, with such actions reported in writing to the Board and recorded in the Minutes of the Board;

FURTHER RESOLVED, that the necessity or desirability of any instrument prepared, executed or delivered or any action taken by any Executive Officer, Board Committee, Executive Committee and/or Management Committee shall be conclusively evidenced by such preparation, execution, delivery, filing or the taking of such action, as applicable; and

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by any Executive Officer, Board Committee, Executive Committee and/or Management Committee by or on behalf of Truist which would have been authorized by the foregoing resolutions had such action been taken by such officer or committee after the date hereof are hereby ratified and confirmed as the acts and deeds of Truist.

*****

I, Katrina D. Ramey, in my capacity as Assistant Corporate Secretary of Truist Bank (the "Bank") hereby certify that (i) the above is a true, complete and correct copy of resolutions adopted by the Board of Directors of the Bank at a meeting held on December 7, 2019, and (ii) such resolutions have not been in any way amended, modified or rescinded and remain in full force and effect on the date hereof.

I further certify that the following persons are duly elected officers of the Bank and hold the offices set forth opposite their respective names:

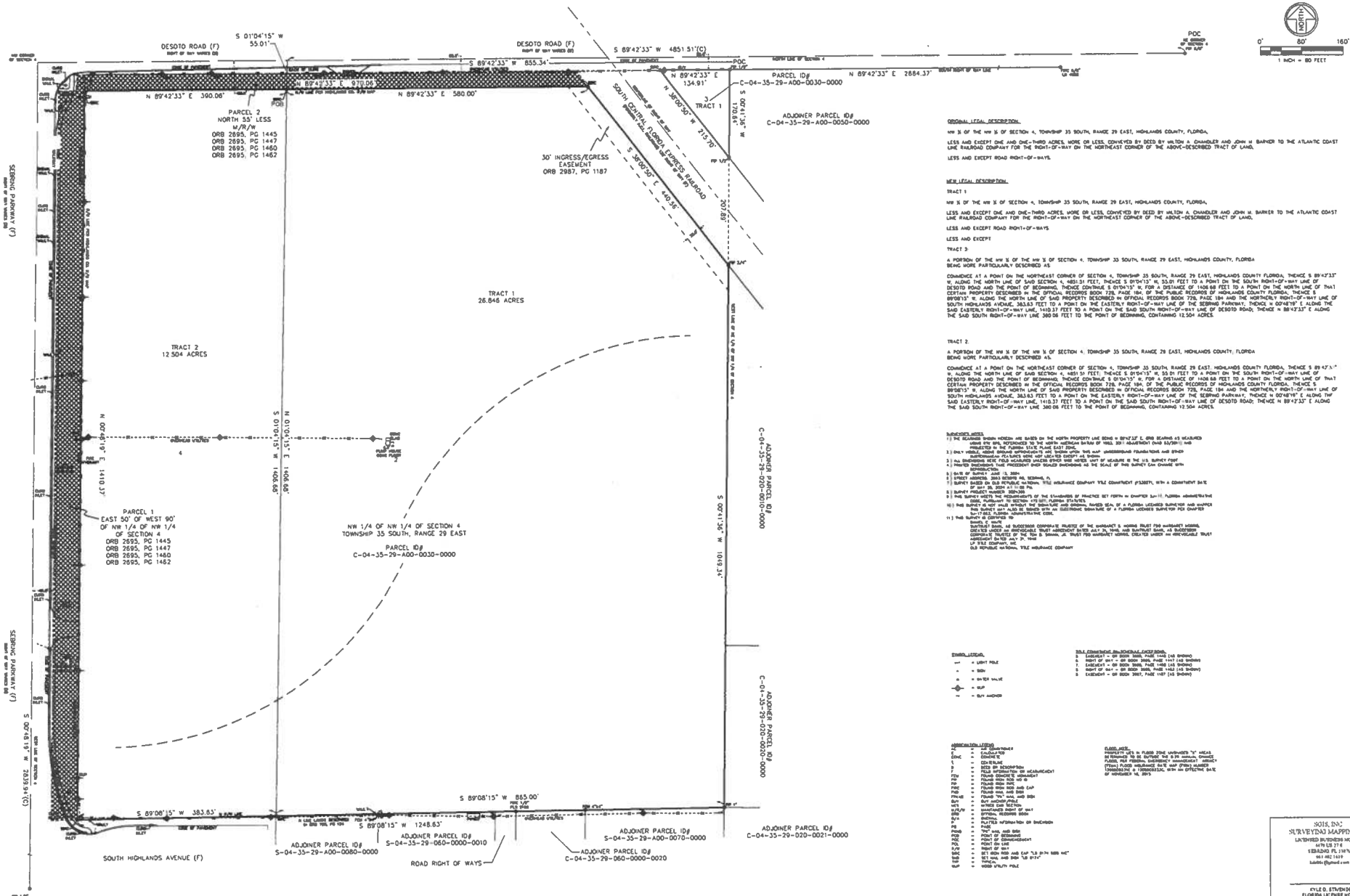
Name	Title
Sita McMurrin	Senior Vice President
Anna Pray	Senior Vice President
Angela Tolleson	Senior Vice President
Matt Wigton	Senior Vice President
Rachel Carr	Vice President
Amber (Mary) Darrow	Vice President
Margaret Jordan	Vice President
Andy Martin	Vice President
Janine Martin	Vice President
Matthew Meehan	Vice President
Gregory Rosa	Vice President
Alton (Pat) Sanderson	Vice President
Mike Tsitinidis	Vice President
June Breeding	Assistant Vice President

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of January, 2024.

TRUIST BANK TRUIST NORTH CAROLINA

Name: Katrina D. Ramey
Title: Assistant Corporate Secretary

BOUNDARY SURVEY



ORIGINAL LEGAL DESCRIPTION:

NW ¼ OF THE NW ¼ OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA,

LESS AND EXCEPT ONE AND ONE-THIRD ACRES, MORE OR LESS, CONVEYED BY DEED BY WILTON A. CHANDLER AND JOHN M. BARKER TO THE ATLANTIC COAST LINE RAILROAD COMPANY FOR THE RIGHT-OF-WAY ON THE NORTHEAST CORNER OF THE ABOVE-DESCRIBED TRACT OF LAND.

LESS AND EXCEPT ROAD RIGHT-OF-WAYS.

NEW LEGAL DESCRIPTION:

TRACT 1

NW ¼ OF THE NW ¼ OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA,

LESS AND EXCEPT ONE AND ONE-THIRD ACRES, MORE OR LESS, CONVEYED BY DEED BY WILTON A. CHANDLER AND JOHN M. BARKER TO THE ATLANTIC COAST LINE RAILROAD COMPANY FOR THE RIGHT-OF-WAY ON THE NORTHEAST CORNER OF THE ABOVE-DESCRIBED TRACT OF LAND.

LESS AND EXCEPT ROAD RIGHT-OF-WAYS

LESS AND EXCEPT

TRACT 3:

A PORTION OF THE NW ¼ OF THE NW ¼ OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA
BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A POINT ON THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY FLORIDA, THENCE S 89°42'33" W, ALONG THE NORTH LINE OF SAID SECTION 4, 4851.51 FEET; THENCE S 01°04'15" W, 55.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF DESOTO ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE S 01°04'15" W, FOR A DISTANCE OF 1406.68 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN THE OFFICIAL RECORDS BOOK 728, PAGE 184, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY FLORIDA; THENCE S 89°08'15" W, ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 728, PAGE 184 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH HIGHLANDS AVENUE, 383.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE SEBRING PARKWAY; THENCE N 00°48'19" E ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, 1410.37 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF DESOTO ROAD; THENCE N 89°42'33" E ALONG THE SAID SOUTH RIGHT-OF-WAY LINE 380.08 FEET TO THE POINT OF BEGINNING, CONTAINING 12.504 ACRES

TRACT 2:

A PORTION OF THE NW ¼ OF THE NW ¼ OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA
BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A POINT ON THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY FLORIDA, THENCE S 89°42'33" W, ALONG THE NORTH LINE OF SAID SECTION 4, 4851.51 FEET; THENCE S 01°04'15" W, 55.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF DESOTO ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE S 01°04'15" W, FOR A DISTANCE OF 1406.68 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN THE OFFICIAL RECORDS BOOK 728, PAGE 184, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY FLORIDA, THENCE S 89°08'15" W, ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 728, PAGE 184 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH HIGHLANDS AVENUE, 383.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE SEBRING PARKWAY; THENCE N 00°48'19" E ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, 1410.37 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF DESOTO ROAD; THENCE N 89°42'33" E ALONG THE SAID SOUTH RIGHT-OF-WAY LINE 380.08 FEET TO THE POINT OF BEGINNING, CONTAINING 12.504 ACRES.

SURVEYOR'S NOTES

1.) THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH PROPERTY LINE BEING N 89°42'33" E. (ORB BEARING AS MEASURED ALONG 5TH ORB, REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD 83/2011) AND PROJECTED IN THE FLORIDA STATE PLANE EAST ZONE.

2.) ONLY VISIBLE ABOVE GROUND EVIDENCE OF UTILITIES WERE LOCATED. THIS DOES NOT CONSTITUTE A GUARANTEE OR CERTIFICATE AS TO THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND FOUNDATIONS AND OTHER SUBSURFACE IMPROVEMENTS WHICH MAY AFFECT THE USE OF THIS PROPERTY.

3.) ALL DIMENSIONS HERE FIELD MEASURED UNLESS OTHER WISE NOTED. UNIT OF MEASURE IS THE U.S. SURVEY FOOT

4.) PRINTED DIMENSIONS TAKE PRECEDENT OVER SCALED DIMENSIONS AS THE SCALE OF THIS SURVEY CAN CHANGE WITH REPRODUCTION.

5.) DATE OF SURVEY: JUNE 13, 2024

6.) STREET ADDRESS: 3863 DESOTO RD, SEBRING, FL

7.) SURVEY BASED ON OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT #13287L, WITH A COMMITMENT DATE OF MAY 29, 2024 AT 8:00 AM.

8.) SURVEY PROJECT NUMBER: 2024-138

9.) THIS SURVEY MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

10.) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY ONLY ALSO BE SIGNED WITH AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR PER CHAPTER 5J-17.062, FLORIDA ADMINISTRATIVE CODE.

11.) THE SURVEYOR HAS RELIED UPON THE FOLLOWING TITLE DOCUMENTS:
DANIEL E. SMITH, AS SUCCESSOR CORPORATE TRUSTEE OF THE MARGARET S. HORNE TRUST FBO MARGARET HORNE, CREATED UNDER AN IRREVOCABLE TRUST AGREEMENT DATED JULY 31, 1946, AND SUNTRUST BANK, AS SUCCESSOR CORPORATE TRUSTEE OF THE ROY B. SIMMONS, JR. TRUST FBO MARGARET HORNE, CREATED UNDER AN IRREVOCABLE TRUST AGREEMENT DATED JULY 31, 1946
LP TITLE COMPANY, INC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SYMBOL LEGEND:

- = LIGHT POLE
- = SIGN
- = GAS/GAS VALVE
- = GUY
- = GUY ANCHOR

SOILS CHARACTERISTIC (NON-BOUNDARY, EXCEPT BOUND):
1. EASEMENT - OR BOOK 3085, PAGE 1445 (AS SHOWN)
2. EASEMENT - OR BOOK 3085, PAGE 1447 (AS SHOWN)
3. EASEMENT - OR BOOK 3085, PAGE 1460 (AS SHOWN)
4. RIGHT OF WAY - OR BOOK 3085, PAGE 1462 (AS SHOWN)
5. EASEMENT - OR BOOK 3987, PAGE 1187 (AS SHOWN)

ABBREVIATION LEGEND:

A/C	=	AIR CONDITIONER
CALC	=	CALCULATED
CONC	=	CONCRETE
C/L	=	CENTERLINE
D	=	DEED
DE	=	DRAINAGE EASEMENT
FD	=	FOUND (USED WITH OR MEASUREMENT)
FIR	=	FOUND IRON ROD
FIP	=	FOUND IRON PIPE
FIRC	=	FOUND IRON ROD AND CAP
FIPC	=	FOUND IRON PIPE AND CAP
FN	=	FOUND "N" NAIL AND DISK
GUY	=	GUY ANCHOR/POLE
M	=	MEASURED
M/R/W	=	MAINTAINED RIGHT OF WAY
OHU	=	OVERHEAD UTILITIES
P/C	=	PERMANENT CONTROL POINT
P/L	=	PROPERTY LINE
PB	=	PLAT
PKND	=	"PK" NAIL AND DISK
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
POL	=	POINT ON LINE
R/W	=	RIGHT OF WAY
SIC	=	SET IRON PIPE AND CAP "LB 8174 SURV INC"
SND	=	SET NAIL AND DISK "LB 8174"
TYP	=	TYPICAL
WP	=	WOOD UTILITY POLE

FLOOD NOTE:
PROPERTY LIES IN FLOOD ZONE UNKNOWN'S "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD, PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12055C0335E & 12055C0315E, WITH AN EFFECTIVE DATE OF NOVEMBER 18, 2015

SGIS, INC
SURVEYING MAPPING GIS
LICENSED BUSINESS NO. 8174
6479 US 27 S
SEBRING FL 33870
863 402 1619
kdstile@gmail.com

KYLE D. STEVENDER
FLORIDA LICENSE NO. 7388

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT (Corporation)

I, Daniel Waite, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. X

An appointment is required before entering the property. _____

Goodfellas Land and Citrus

Signed, Sealed and Delivered
in our presence:

Angela Davison
Print Name: Angela Davison

Dacey Tebbe
Print Name: Dacey Tebbe

a Limited Liability corporation.

By: _____
Print Name: Daniel Waite
Title: Manager

STATE OF IOWA
JACKSON **COUNTY**

The Foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 11th day of July, 2024, by Daniel Waite, who is personally known by me [▪] or who has produced _____, as identification and who did take an oath:

Miranda Clark
Signature

MIRANDA CLARK
Commission Number 784900
My Commission Expires
July 2, 2026

Miranda Clark
Print Name

Notary Public, State of Florida
My Commission Expires: July 2, 2026

Detail by Entity Name

Florida Limited Liability Company
GOODFELLAS LAND & CITRUS, LLC

Filing Information

Document Number	L15000021717
FEI/EIN Number	47-3044394
Date Filed	02/04/2015
Effective Date	02/04/2015
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/05/2016

Principal Address

8291 Talyn Court
Dubuque, IA 52003

Changed: 03/17/2022

Mailing Address

P.O. Box 1086
MAQUOKETA, IA 52060

Changed: 03/17/2022

Registered Agent Name & Address

Craig, Brandon S
551 S. Commerce Avenue
Sebring, FL 33870

Name Changed: 12/05/2016

Address Changed: 12/05/2016

Authorized Person(s) Detail

Name & Address

Title Manager

WAITE, DANIEL C
P.O. Box 1086
MAQUOKETA, IA 52060

Title Manager

FINNIN, MICHAEL L
1129 HUNTER'S RIDGE
DUBUQUE, IA 32003

Annual Reports

Report Year	Filed Date
2022	03/17/2022
2023	02/23/2023
2024	01/25/2024

Document Images

01/25/2024 -- ANNUAL REPORT	View image in PDF format
02/23/2023 -- ANNUAL REPORT	View image in PDF format
03/17/2022 -- ANNUAL REPORT	View image in PDF format
03/04/2021 -- ANNUAL REPORT	View image in PDF format
03/19/2020 -- ANNUAL REPORT	View image in PDF format
02/25/2019 -- ANNUAL REPORT	View image in PDF format
02/02/2018 -- ANNUAL REPORT	View image in PDF format
03/13/2017 -- ANNUAL REPORT	View image in PDF format
12/05/2016 -- REINSTATEMENT	View image in PDF format
02/04/2015 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Highlands County, Florida
Development Services Department Application

FORM B. Applicant Authorization to Agent

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the REZONING of the property described and which is the subject matter of the proposed hearing.

I give authorization for Dana Riddell & Jeff Kennedy to be my agent for this application.

Daniel Waite
Print Name of Applicant

Signature of Applicant

P.O. BOX 1086
Address: Number and Street (P.O. Box)

Maquoketa Ia. 52060
City and State (Zip Code)

STATE OF IOWA
JACKSON **COUNTY**

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 11th day of July, 2024, by Daniel Waite who is personally known by me [X] or who has produced _____, as identification and who did take an oath:

Miranda Clark
Signature

MIRANDA CLARK
Commission Number 784900
My Commission Expires
July 2, 2026

Miranda Clark
Print Name

Notary Public, State of Florida
My Commission Expires: July 2, 2024

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Dana Riddell, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Dana Riddell
Print Name of Agent

Dana Riddell
Signature of Agent

2224 N. Archer Rd.
Address: Number and Street (P.O. Box)

Avon Park, FL 33825
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 17 day of July, 2024, by Dana Riddell who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Angie M. King
Signature

ANGIE KING
Commission # HH 123771
Expires April 28, 2025
Bonded Thru Budget Notary Services

Angie M. King
Print Name

Notary Public, State of Florida
My Commission Expires: 04/28/2025

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Jeff Kennedy, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Jeff Kennedy
Print Name of Agent

Signature of Agent

7045 C.R. 17 S. Sebring
Address: Number and Street (P.O. Box)

FL 33876
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd 27th day of July, 20 24 by Jeff Kennedy who is personally known by me ☑ or who has produced n/a, as identification and who did take an oath:

Signature

RACHEL LEIGH BARRY
Notary Public - State of Florida
Commission # HH 466407
My Comm. Expires Nov 20, 2027
Bonded through National Notary Assn.

Rachel Barry
Print Name

Notary Public, State of Florida
My Commission Expires: 11/20/27

SEARCH Go

Split or Combine Request

Owner Names

NORRIS MARGARET S TR +
SWANN TOM B JR TR

In order for this request to be fulfilled, you **MUST** be the owner of record for all properties involved.

☐ Are you the owner of all the properties?

Email Address (required)

all.about.realty.dan@gmail.com and jeanny@jeanny

Telephone Number (required)

8633811848

Task to complete (check one):

○ Combining property, names have to match on our tax roll and land must be contiguous.

◉ Splitting property, survey required and must be received prior to task unless per platted lot lines.

Parcels involved

Property taxes on **ALL** of the involved properties **MUST** be paid to a zero balance.

Requested change may affect any escrow account(s) attached to any of the listed properties.
Property Owner is solely responsible for notifying any mortgage holder of the change(s) requested hereon.

All surveys can be emailed to mapping@hcpao.org with the email subject of the property owners last name.

Parcel ID #1

C-04-35-29-A00-0030-0000

☑ Taxes paid?

Parcel ID #2

☐ Taxes paid?

Parcel ID #3

☐ Taxes paid?

Parcel ID #4

☐ Taxes paid?

Parcel ID #5

☐ Taxes paid?

Parcel ID #6

☐ Taxes paid?

Notes/Comments

Unless requested, no notification of completion will be sent.

Dan DeBono, I'm acting on behalf of the owner along with Jeanny Campbell, Agent. Survey will come from Jeanny Campbell - jeanny@jeannycampbell.com
Please notify when completed. Thank you!

☑ I understand that this process can take 30+ days to complete.

☑ I understand that the property taxes on **ALL** of the involved properties **MUST** be paid to a zero balance.

☑ Requests submitted after 7/25, before the next tax bill mailing, may not be reflected in the tax bill(s). Payment of any and **ALL** tax bills received before or after this date is the responsibility of the property owner or escrow agent in order to avoid any conflict with this request or possible back taxes.

☑ I understand that the requested change may affect any escrow account(s) attached to any of the listed properties.
Property Owner is solely responsible for notifying any mortgage holder of the change(s) requested hereon.

☑ I understand that it is the property owner's responsibility to ensure that **ALL** the above criteria are met within 30 days of this request and failure to do so **WILL** result in this application being discarded.

Send Email

Under Florida law, email addresses are public record. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead contact this office in writing or in person at.
Highlands County Property Appraiser · 560 S. Commerce Avenue · Sebring, Florida 33870-3899

Office Hours: 9:00 a.m. to 5:00 p.m. Monday - Friday · Phone: (863) 402-6659

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 15, 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 four (4) proposed updates to allow exceptions to certain requirements, and a fifth 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. The ordinance previously proposed amendments to Section 12.05.200, for which the P&Z motion to recommend approval failed 3-4, and which the Board of County Commissioners voted to remove during the first reading of the ordinance on October 1, 2024.

RECOMMENDED ACTION

Move to approve and adopt by 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 12.05.201, 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.

FISCAL IMPACT

There is no fiscal impact.

Attachments: P&Z 2161 Staff Report for BCC Adoption.pdf
Ordinance No. 24-25-01.rev.per.SGS.pdf
Ordinance Business Impact form.pdf

HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT

Type: Amendments to the Land Development Regulations (LDRs)	**BCC Hearing Date:** 10/15/2024
Case Number: P&Z 2161	**Case Name:** LDR Clean Up
Public Hearing: BCC Adoption, Item 10.E.	**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, 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 1st reading on October 1, 2024:** Move to approve and adopt by 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, 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.

2. **Excerpt/Summary from the October 1, 2024, Board of County Commissioners (BCC) meeting: "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.** Cyndie Kramer, Planning & Zoning Manager, presented the request and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. *[Minutes pending from Clerk's office]*

3. **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.

4. **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.

5. **Excerpt from the September 10, 2024, DRAFT Minutes, and Recommendation to the BCC: "7.D. HEARING NUMBER P&Z 2161 - ORDINANCE NO. 24-25- - PROPOSED AMENDMENTS TO THE HIGHLANDS COUNTY LAND DEVELOPMENT REGULATIONS** 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.

***

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 12.05.201. – 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:

***

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.

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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.

***

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.

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[The following proposed amendments were voted to be removed from the Ordinance at the 1st reading before the Board of County Commissioners on October 1, 2024.]

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.

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 12.05.201, 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 12.05.201, 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.

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ARTICLE 5. - DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS

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 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 12.05.201, 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 four (4) proposed updates to allow exceptions to certain requirements, and a fifth 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 15, 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: Oct. 15, 2024

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

SUBJECT/TITLE: **Request adoption of Ordinance No.: 24-25-02, amending the Highlands County Code of Ordinances, Chapter 2, Administration, Article VIII, Appointments.**

STATEMENT OF ISSUE

At the request of the Board of County Commissioners, the County Attorney's Office started the process of updating the various Committees, Boards and Commissions (collectively referred to as "Committee(s)") established by the Highlands County Board of County Commissioners. The updates are designed to streamline the process for member appointments to all Committees created by Highlands County.

After extensive research of the documents creating the County's various Committees and other local government policies related to Committees, the proposed Ordinance No.: 24-25-02, establishes a consistent and more refined process for the appointment, removal, membership, and term of members of the various Committees established by the County which are not governed by Florida law.

RECOMMENDED ACTION

Move to adopt Ordinance 24-25-02 amending the Highlands County Code of Ordinances, Chapter 2, Administration, Article VIII, Appointments.

FISCAL IMPACT

No fiscal impact.

Attachments: Ordinance Amending Boards Committees Code (2024.10.01).sgs.docx

ORDINANCE NO.: XX-XX-XX

AN ORDINANCE OF HIGHLANDS COUNTY FLORIDA, AMENDING THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE VIII, APPOINTMENTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 2, ADMINISTRATION, ARTICLE VIII, APPOINTMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the effective operation of Highlands County government is dependent upon the involvement of citizens and volunteers who serve on committees, boards, and commissions (collectively referred to as "Committee(s)") established by the County; and

WHEREAS, it is the goal of Highlands County to seek highly qualified individuals, who represent a diverse cross-section of the community, to serve as members of Committees established by the County; and

WHEREAS, the County has determined that it is in the best interest of its citizens to amend certain regulations set forth in the Highlands County Code of Ordinances, Chapter 2, Administration, Article VIII, Appointments to better define the criteria and qualifications for its Committees.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 2, ARTICLE VIII, APPOINTMENTS, IS HEREBY AMENDED AS FOLLOWS:

Note: Underlined words constitute additions to existing text, and ~~**strikethrough**~~ **constitutes deletions from existing text**.

ARTICLE VIII.~~-APPOINTMENTS~~ COMMITTEES, BOARDS, AND COMMISSIONS.

Sec. 2-300. – ~~Removal.~~ In General.

Effective operation of Highlands County government is dependent upon the involvement of citizens and volunteers who serve on committees, boards, and commissions (hereinafter collectively referred to as "Committee(s)"). It is the purpose of this Article is to establish uniform criteria for the appointment, terms and removal of members of all County appointed Committees.

This Article shall not apply to Committees where membership qualifications and criteria are specifically set by Florida law or to a temporary committee created for a specific purpose with an established sunset and with specific requirements for the operations of the Committee.

Sec. 2-301. - Membership and terms.

(a) All Committee appointments shall be made by the Board of County Commissioners.

(b) Unless otherwise mandated by Florida law, the term of each Committee member shall be two (2) years in length.

(c) Meeting attendance by communication media technology is limited to three (3) times each term for each member. Authorization for additional attendance through communication media technology may be given in the sole discretion of the County Administrator.

(d) Each Committee shall have one (1) County staff liaison to serve as Clerk to the Committee.

(e) For Committees meeting monthly, if a Committee member is absent from more than three meetings in a calendar year, without being excused, said member may be removed from the Committee by the Board of County Commissioners. For boards meeting less frequently than monthly, if a Committee member is absent from more than two meetings in a calendar year, without being excused, said member may be removed from the Committee by the Board of County Commissioners.

(f) A individual may serve on no more than two (2) Committees simultaneously, provided that only one of the Committees is quasi-judicial.

(g) All members will be required to be either a resident or a property owner within the jurisdictional boundaries of Highlands County, and the County District which they seek to represent, and in the case of a property owner that is a business entity, the member seeking appointment must be expressly authorized by the qualifying business entity to serve on its behalf.

(h) There shall be no other governing document for any Committee other than the creating ordinance or resolution and this Article.

(i) All committee members will be required to complete annual training as deemed necessary and appropriate by the County.

Sec. 2-301. – Removal.

Notwithstanding any other section of this Code to the contrary, Committee members appointed by the Board of County Commissioners shall serve at the pleasure of the Board and may be removed at any time by the board when it determines, in its sole and absolute discretion, that removal is necessary.

SECTION 3. IMPLEMENTION OF ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such COUNTY employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 2, Administration, Article VIII, Appointments, as set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance**.**

SECTION 5. CODIFICATION; 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 Administrator, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this 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
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 15, 2024

PRESENTER: **David Nitz, OMB Manager**
Valerie Fleeger, Sr. Budget Analyst

SUBJECT/TITLE: **Request adoption of Resolution 24-25-008 for Budget Amendment 24-25-005 to roll available project balances forward that were not included in the budget process and to correct a couple project budget errors.**

STATEMENT OF ISSUE

This budget amendment is necessary to roll projects that were not rolled in the budget process nor completed in FY23-24 into FY24-25 according to actuals after end-of-year close-out.

In addition, this budget amendment is removing revenue that was budgeted for Project 17023 (Jack Creek Watershed Management Plan) in two (2) different funds in error (Fund 110 Transportation Trust and Fund 151 Infrastructure Surtax) and budgeting in the correct fund, Fund 005 (General).

RECOMMENDED ACTION

Move to adopt Resolution 24-25-008 for Budget Amendment 24-25-005 to roll available project balances forward that were not included in the budget process and to correct a couple project budget errors.

FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $2,659,516.42 due to rolling forward several projects. Also in Fund 151, several projects are being decreased in the amount of $334,493.08 in order to adjust the rolled balances to actual as of yearend for a net fiscal impact increase of $2,325,023.34.

In addition, Project Fund Balance Forward was budgeted incorrectly in Fund 110 and Fund 151 for Project 17023 in the amount of $7,091.00 in each fund which is being reversed and then correctly being budgeted in Fund 005 for this same project. The net effect is $0.00 for each fund.

Attachments: 24-25-005 RB Proj Roll_CFS Realignment_Budget Error Corrections (BA).pdf
24-25-005R RB Proj Roll_CFS Realignment_Budget Error Corrections (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
October 2, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/1/2024** SUBMITTED BY: **OMB**

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

PROJECT(S) #: **See List** PROJECT TITLE(S): **See List** 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
R	151		3999100Z	Project Fd Bal Forward	23112	0.00	22,000.00		22,000.00
E	151	4102A	56301Z	Proj Capital Infrastructu	23112	0.00	22,000.00		22,000.00
R	151		3999100Z	Project Fd Bal Forward	23113	0.00	39,000.00		39,000.00
E	151	4102A	56301Z	Proj Capital Infrastructu	23113	0.00	39,000.00		39,000.00
R	151		3999100Z	Project Fd Bal Forward	23114	0.00	334,348.37		334,348.37
E	151	4102A	56301Z	Proj Capital Infrastructu	23114	0.00	334,348.37		334,348.37

REASON: **To roll forward various project budgets, appoint project number for RB CFS allocation and adjusting various projects balances to clean up budget.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-005**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

XX ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

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

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER **24-25-005**

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	4102A	56301Z	Proj Capital Infrastructu		21,912,629.00		2,189,888.00	19,722,741.00
E	151	4102A	56301Z	Proj Capital Infrastructu	24016	0.00	2,189,888.00		2,189,888.00
E	151	4102A	56400	Machinery & Equipment		217,648.00		92,800.00	124,848.00
E	151	4102A	56400Z	Project Equipment	24017	0.00	68,000.00		68,000.00
E	151	4102A	56400Z	Project Equipment	24018	0.00	24,800.00		24,800.00
R	151		3999100Z	Project Fd Bal Forward	22030	0.00	2,264,168.05		2,264,168.05
E	151	4102A	56200Z	Project Buildings	22030	0.00	2,264,168.05		2,264,168.05
R	151		3999100Z	Project Fd Bal Forward	23067	80,000.00		18,898.84	61,101.16
E	151	4102A	56301Z	Proj Capital Infrastructu	23067	80,000.00		18,898.84	61,101.16
R	151		3999100Z	Project Fd Bal Forward	23068	83,359.00		52,380.16	30,978.84
E	151	4102A	56301Z	Proj Capital Infrastructu	23068	83,359.00		52,380.16	30,978.84
R	151		3999100Z	Project Fd Bal Forward	23069	83,360.00		42,912.32	40,447.68
E	151	4102A	56301Z	Proj Capital Infrastructu	23069	83,360.00		42,912.32	40,447.68
R	151		3999100Z	Project Fd Bal Forward	23070	86,000.00		41,524.25	44,475.75
E	151	4102A	56301Z	Proj Capital Infrastructu	23070	86,000.00		41,524.25	44,475.75
R	151		3999100Z	Project Fd Bal Forward	23071	110,000.00		58,620.27	51,379.73
E	151	4102A	56301Z	Proj Capital Infrastructu	23071	110,000.00		58,620.27	51,379.73

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-005

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fd Bal Forward	23072	75,000.00		41,380.53	33,619.47
E	151	4102A	56301Z	Proj Capital Infrastructu	23072	75,000.00		41,380.53	33,619.47
R	151		3999100Z	Project Fd Bal Forward	23073	75,000.00		33,241.13	41,758.87
E	151	4102A	56301Z	Proj Capital Infrastructu	23073	75,000.00		33,241.13	41,758.87
R	151		3999100Z	Project Fd Bal Forward	23074	157,000.00		45,535.58	111,464.42
E	151	4102A	56301Z	Proj Capital Infrastructu	23074	157,000.00		45,535.58	111,464.42
R	129		3437000	Mitigation		92,205.00		63,740.00	28,465.00
R	129		3999100Z	Project Fd Bal Forward	02084	12,000.00	63,740.00		75,740.00
R	110		3999100Z	Project Fd Bal Forward	17023	7,091.00		7,091.00	-
R	110		3999100	Fund Bal Brought Forward		11,179.00	7,091.00		18,270.00
R	151		3999100Z	Project Fd Bal Forward	17023	7,091.00		7,091.00	-
R	151		3999100	Fund Bal Brought Forward		532,891.00	7,091.00		539,982.00
R	005		3999100	Fund Bal Brought Forward		5,263,084.00		7,091.00	5,255,993.00
R	005		3999100Z	Project Fd Bal Forward	17023	0.00	7,091.00		7,091.00
									-
									-
									-

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-005

FUND(S)	FUND TITLE(S)
005	General
110	Transportation Trust
129	Conservation Trust
151	Infrastructure Surtax

COST CTR(S)	COST CENTER TITLE(S)
4102A	Transportation Projects

FUND	COST CENTER	PROJ #	PROJECT TITLE
151	4102A	23112	Lilac St
151	4102A	23113	Columbus Construction & Drainage Improvements
151	4102A	23114	Sparrow Ave
151	4102A	24016	RB Road Resconstruct
151	4102A	24017	RB Mechanic Shop Equipment
151	4102A	24018	RB Multi-Use Path Maintenance Equipment
151	4102A	22030	RB Main Bldg Expansion
151	4102A	23067	Allison Dr
151	4102A	23068	Moss Rd
151	4102A	23069	Donohue Dr
151	4102A	23070	Oliver Rd
151	4102A	23071	Hobbs Dr
151	4102A	23072	Gurney Rd
151	4102A	23073	Penski Rd
151	4102A	23074	Kulwicki Dr
129	6307	02084	Maintenance of the Preserve of Sun 'n Lakes
005	6303	17023	Jack Creek Watershed Management Plan

Form Revised 10/13/2023

RESOLUTION NO. 24-25-008

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-005 TO THE GENERAL, TRANSPORTATION TRUST, CONSERVATION TRUST, AND INFRASTRUCTURE SURTAX 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, Transportation Trust, Conservation Trust, and Infrastructure Surtax 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 24-25-005 is hereby approved and authorized to roll projects that were not rolled in the budget process nor completed in FY23-24 into FY24-25 according to actuals after end-of-year close-out to maintain the authorized balances for a net increase in the amount of $2,325,023.34.

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 15th 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 15, 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 October 8, 2024.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal Long Range update100824.SGS.pdf

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	Interlocal Service Boundary Agreement/Joint Planning/Annexation issues with all cities (enclaves and roads) **Response Resolutions:** Highlands County – 23-24-176, adopted August 20, 2024 Lake Placid - 2024-28, adopted September 9, 2024	**Sun N Lake has indicated that it will be adopting a response Resolution. We still have not received any communication from Spring Lake. Avon Park recently contacted the County Administrator and we are attempting to schedule the first meeting for early November.**
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.
N/A	Update**/Repeal** of County policies **which have been individually adopted and which are not part of a codified manual**	**This refers to day to day operational type policies of Administration and the various Departments which are not part of the code of ordinances, employment manual or Land Development Code. The Records Custodian for the County has started the researching the County's records to reveal all such policies.**
1	CentralSquare software Interlocal agreement with the Clerk's office	**County staff met with Clerk staff on Monday, September 30, 2024, and an revised Interlocal Agreement was provided to the Clerk's staff on Thursday October 4, 2024. We have not yet received a response back from the Clerk.**
N/A	Purchasing Policy revisions	
N/A	County Administrator Evaluation Survey	**The Survey was posted on October 2, 2024, responses requested by October 11, 2024.**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 15, 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 15, 2024

PRESENTER:

SUBJECT/TITLE: Board payables from October 15, 2024 - November 4, 2024

Attachments: