HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, November 07, 2023
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Highlands County Board of County Commissioners will hold a Special Workshop meeting for the purpose of discussing mobile homes, on Tuesday, November 7, 2023, at 1:30 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, November 7, 2023, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Heartland Library Cooperative Governing Board will meet on Wednesday, November 8, 2023, at 10:30 a.m., in the meeting room of the Lake Placid Memorial Library at 205 W. Interlake Blvd., Lake Placid

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held on Tuesday, November 14, 2023, at 3:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Affordable Housing Advisory Committee will meet on Wednesday, November 15, 2023, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave. Sebring

The Hospital District Board will meet on Thursday, November 16, 2023, at 1:30 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Highlands Soil & Water Conservation District Board of Supervisors will meet on at 12:30 p.m., on Tuesday, November 21, 2023, in Conference Room #3, of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

County offices will be closed November 23-24, 2023, in observance of the Thanksgiving holiday and the Friday after Thanksgiving holiday

The Highlands County Board of County Commissioners will hold a regular meeting at 9:00 a.m., on Tuesday, November 28, 2023

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Recognition of Promotion for FF/EMT John Poynor to Lieutenant FF/EMT on Oct. 31, 2023.*
Dustin Fitch, Interim Deputy Chief
Fiscal impact will be approximately $5,642.31 annually split 60% in cost center 5105 and 40% in cost center 3217 personnel expenditures.
Poynor, J.pdf

6.B *Presentation on honoring our veterans in Highlands County.*
Karen Clogston, Public Information Officer
Honoring veterans presentation 11072023.pdf

6.C *Request approval of a Proclamation designating Nov. 1-30, 2023 as Veterans Appreciation Month.*
Michelle Rigterink, Assistant Veteran Services Officer
No fiscal impact.
VETERAN'S DAY PROCLAMATION_2023.FINAL.pdf

6.D *Request approval of a Proclamation recognizing the 10-year anniversary of Highlands County as a Purple Heart County.*
Stephanie Ridley, Assistant Veteran Services Officer
There is no fiscal impact.
PURPLE HEART COUNTY DESIGNATION PROCLAMATION 10th Annv.sgs.pdf

6.E *Request approval of a Proclamation recognizing November 15th, 2023 as "GIS Day" in Highlands County, Florida*
Carley Fitzgerald, GISP; GIS Manager
There is no fiscal impact.
GISDay_Proclamation_231107.pdf
Presentation.pdf

6.F *Request approval of the Proclamation recognizing Nov. 16, 2023 as "Children's Grief Awareness Day" in Highlands County, Florida*
Josie Flores, Blue Butterfly Family Grief Center

Children's Grief Awareness.2023.docx

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval of the contract between Howerton Services, LLC and Highlands County for sod services.*
Jonathan Harrison, Road and Bridge Director
Budget is provided for sod in the Transportation Fund (110), expenditure account Road Materials & Supplies.
Vendor Signed Agreement.pdf

8.B *Request approval of an Agreement with the Florida Network of Children's Advocacy*

Center to distribute proceeds from the Stop Child Abuse License Plate and Voluntary Contribution program and to adopt Budget Amendment 23-24-010 and resolution.
Gail Werley, Children's Advocacy Center Manager
The fiscal impact is an increase to the General Fund (005) Cost Center 3995 (Children's Advocacy Center) in the amount of $2,607.57.
Upload Complete_with_DocuSign_CAC23_Highlands_LPVC_FINAL.pdf
23-24-010 Project 23020 SCALP 23-24 (BA).pdf
23-24-010 Project 23020 SCALP 23-24 (Resolution).pdf

8.C *Request approval to terminate the agreement related to the use of the Sheriff's Polar Kraft Boat.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Sheriff Boat Agreement Termination.sgs.pdf

8.D *Request approval of Amendment #0007 and to Subcontract Agreement 20-25-42 between Highlands County and the Ounce of Prevention Fund of Florida, accepting additional grant funding for staff stabilization, along with the Adoption of Resolution 23-24-112 for Budget Amendment 23-24-009 for project 22004.*
Cynthia Acevedo, Community Programs Assistant Director/Healthy Families Program Manager
The fiscal impact is an increase to Fund 005 (General Fund), project 22004 (Healthy Families Grant) in the amount of $21,462.55.
Highlands Amend 7 FY 23-24 to site for execution.pdf
23-24-009 Proj 22004 Healthy Families Add'l Grant (Resolution).pdf
23-24-009 Proj 22004 Healthy Families Add'l Grant (BA).pdf
Staff Stabilization Proposal FY 23-24 FINAL.pdf
One-time Payment Acknowledgement 2023.pdf

8.E *Request approval of Budget Amendment 22-23-154 to realign unused funds from Road Construction Projects.*
Jonathan Harrison, Road & Bridge Director
No additional fiscal impact. The funds of $57,965.60 are merely being realigned from Project #22074 and #22075 (4102A 56301Z).
22-23-154 Realign Funds Rd Reconstruct Projects (BA).pdf

8.F *Request adoption of Resolution 23-24-16 for Budget Amendment 23-24-011 to transfer the available balance in Fund 172 (Sun 'n Lakes 1-20 Improvement Trust) to Project #22082 in Fund 151 (infrastructure Surtax).*
Tanya Cannady, Business Services Director
The fiscal impact is an increase to Fund 151, project #22082 in the amount of $62,730.38.
23-24-011R SNL 1-20 Imp Tr Xfer to Proj 22082 Jack Weisser Blvd (Resolution).pdf
23-24-011 SNL 1-20 Imp Tr Xfer to Proj 22082 Jack Weisser Blvd (BA).pdf

8.G *Request authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located 7264 Virtudes Street, Sebring, Florida 33872.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.

Corrective_County_Deed.ML Capital 7264.SGS.pdf

8.H *Request authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located 6926 Virtudes Street, Sebring, Florida 33872.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Corrective_County_Deed.ML Capital 6926.SGS.pdf

8.I *Request authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located 7000 Virtudes Street, Sebring, Florida 33872.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Corrective_County_Deed.ML Capital 7000.SGS.pdf

8.J *Request authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located 7008 Virtudes Street, Sebring, Florida 33872.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Corrective_County_Deed.ML Capital 7008.SGS.pdf

8.K *Request approval of Resolution 23-24-14 approving the Division of Emergency Management Statewide Mutual Aid Agreement.*
Corey Amundsen, Emergency Management Manager
There is no fiscal impact.
Res. 23-24-14.Statewide Mutual Aid Agreement_2.SGS.pdf

8.L *Request approval of Fire Assessment Fee Study Agreement with Government Services Group, Inc and request adoption of Resolution 23-24-17 for Budget Amendment 23-24-013.*
Tanya Cannady, Business Service Director
Rosa Morales, Budget Analyst II / NAV
The Fiscal Impact for FY 23-24 is an increase to Fund 181 (Fire Assessment) in the amount of $61,510.00 which will be funded by appropriating additional Fund Balance Brought Forward (3999100) and setting up funding in Professional Services (53100) for the Fire Assessment Fee Study.
23-24-013 FIre Assessment Fee Study (BA).pdf
23-24-013R FIre Assessment Fee Study (Resolution).pdf
Highlands County and GSG signed Agreement.pdf

8.M *Request approval of three newjob descriptions for the Misdemeanor Probation program.*
Tanya Cannady, Business Services Director
The new General Fund cost center 1052 was created for the Misdemeanor Probation program for fiscal year 23/24. Personnel costs are budgeted in this cost center for employees of the program.
Probation Counselor () 10.24.2023.pdf
Chief Probation Counselor () 10.24.2023.pdf
Administrative Asst Misdemeanor Probation () 10.24.2023.pdf

8.N *Request adoption of fee schedule addendum to include Misdemeanor Probation service fees and Certificate of Public Convenience and Necessity (COPCN) fees to the*

general fee schedule for the County.
Sherry G. Sutphen, County Attorney
The fiscal impact for the Misdemeanor Probation Fee Schedule will be the collection of approximately $115,080, for the period of November 20, 2023, thru September 30, 2024, based on last year's collections which is included in the Adopted Budget that was approved during the 2nd Budget Public Hearing held on September 19, 2023.

The fiscal impact related to the COPCN Fee Schedule is anticipated to be approximately $5,000, each year and will be used to cover administrative expenses associated with the services provided.
Amending Fee schedule resolution.sgs.pdf

8.O *Request approval of a contract extension for two (2) additional years with Questica LTD, the software provider of the county's current budget software platform.*
David Nitz, OMB Manager
The fiscal impact to Fund 005 (General) and the overall budget is $26,413.20 for FY 23/24 which is included in the adopted budget in cost center 2106 (Office of Mgmt. & Budget), account 54600 (Repair & Maintenance).
2023-10 - Highlands Couny - Contract Renewal.pdf

8.P *Request approval of Healthy Families Highlands letter of support to legislators on behalf of the Highlands County Board of County Commissioners.*
Cynthia Acevedo, Program Manager
There is no fiscal impact.
Highlands HFF Advocacy Flyer for 2024 FINAL.pdf
Letter of Support from HCBCC Final.pdf

8.Q *Highlands County Fire Rescue Seal color change.*
Dustin Fitch, Deputy Chief, Highlands County Fire Rescue.
No fiscal impact. The new patch will be used going forward.
Fire Badge Changes.pdf

8.R *Request authorization to waive competitive solicitation requirements for Placid Lakes Special Benefit District Security Services and approval of the Agreement with Caleus, LLC, for the provision of Security Services for Placid Lakes Special Benefit District.*
Rosa Morales, Budget Analyst II / NAV
Lori DeLoach, Purchasing Manager
The fiscal impact for FY24 is $50,960 from Fund 107 (Placid Lakes SBD).
23-017 Caleus Agreement.pdf

9 COMMITTEE ASSIGNMENTS:

10 PUBLIC HEARING

10.A *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-618SS, for three (3) parcels totaling an approximate 18.64 acres, from LowDensity Residential (RL) to Medium Density Residential (RM).*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report CPA-23-618SS for BCC Heartland Investment, LLC.pdf
Application CPA-23-618SS Heartland Investment, LLC.pdf

Ordinance CPA-23-618SS Heartland Investment, LLC.pdf
Ordinance Fiscal Impact form.pdf

10.B *Public hearing to consider adoption of P&Z Hearing No. 2128, changing the Official Zoning Atlas for three (3) parcels totaling an approximate 18.64 acres, from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD).*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report P&Z 2128 for BCC Heartland Investment, LLC.pdf
Application P&Z 2128 Heartland Investment, LLC.pdf
Resolution P&Z 2128 - Heartland Investment.pdf
Response Letters Map (effective 10.4.2023).pdf
Letters In Favor as of 10.25.23.pdf
Letters In Opposition as of 10.25.23.pdf

10.C *Public Hearing to consider approval of Positive Mobility, Inc d/b/a Positive Medical Transport application for a Class1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN)*
Dustin Fitch, Interim Deputy Chief
There is no fiscal impact.
application.pdf
11B_Extension_approval.pdf
COI__P_L.pdf
COPCN Class 1 - Positive Mobility..pdf
COPCN - Class 2 and 3 -Positive Mobility.pdf

11 ACTION AGENDA

11.A *Request approval of a renewal quotation for the purposes of executing a purchase order with Environmental Systems Research Institute Inc. (ESRI) for Geographic Information Systems (GIS) Software for FY 23-24.*
Clinton Howerton, Jr., P.E., Critical Infrastructure Director
The estimated total fiscal impact is $175,500.00, consisting of three equal payments of $58,500.00. The funding for the ELA will come from current budgets within various Departments that utilize ESRI GIS software.
Esri SGEA Renewal 2023 Highlands County.pdf

11.B *Consider Statement of Legislative Intent for amendments to the Land Development Regulations regarding requirements for Wireless Communications Facilities.*
Rachel Barry, Zoning Supervisor
There is no fiscal impact.
SLI - LDR updates for WCF requirements

11.C *Request authorization for the Development Services Department to accept and begin processing two (2) Special Exception applications, related to the construction of a Wireless Communication Tower, for matters which are the subject of upcoming revisions to the Highlands County Land Development Regulations in order to correct provisions which are inconsistent with controlling law in Florida.*

Rachel Barry, Zoning Supervisor
There is no fiscal impact.
Action Item - Pending tower submittals

11.D *Consider Statement of Legislative Intent for amendments to the Transportation Map Series of the Highlands County 2030 Comprehensive Plan.*
Sergio Garcia, Planner II
There is no fiscal impact.
SLI - Transportation Map Series Updates

11.E *Request approval of five (5) Health Services Grant Agreements for FY 2023-2024 per the recommendation of the Highlands County Hospital District Board.*
Ingra Gardner, Community Programs Director
The fiscal impact to Fund 005 (General) and the overall budget for these five (5) community agency grants is $172,000 which is included in the FY 2023-2024 budget in cost center 1155 (Hospital District), account 58200 (Private Organizations).
2023-2024 List of Grant Recommendations.pdf
Champion for Children Foundation - Prevention Services Agreement.pdf
Champion for Children Foundation -Cox Living Mem Agreement.pdf
Change of Pace Agreement.pdf
Ridge Area ARC Agreement.pdf
Samaritan's Touch Care Center Agreement.pdf

12 COUNTY ADMINISTRATOR AND LEGAL

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

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 to October 17, 2023, to November 6, 2023*

15 ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

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

SUBJECT/TITLE: **Recognition of Promotion for FF/EMT John Poynor to Lieutenant FF/EMT on Oct. 31, 2023.**

STATEMENT OF ISSUE

Highlands County Fire Rescue has continued the practice of encouraging all team members to gain additional knowledge, skills, and abilities. John Poynor began in 2008.

RECOMMENDED ACTION

Recognition of Promotion for FF/EMT John Poynor to Lieutenant FF/EMT on Oct. 31, 2023.

FISCAL IMPACT

Fiscal impact will be approximately $5,642.31 annually split 60% in cost center 5105 and 40% in cost center 3217 personnel expenditures.

Attachments: Poynor, J.pdf

Highlands County Fire Rescue
4506 Kenilworth Blvd
Sebring, Florida 33870

October 31, 2023

John Poynor
Highlands County Fire Rescue
Station 7
Sebring, Florida

Mr. J. Poynor,
I would like to take this opportunity to thank you for your participation in the Highlands County promotional process for the position of Fire/Rescue Lieutenant.

Congratulations, it is our pleasure to announce that you have been selected for the position of Fire/Rescue Lieutenant. Your promotion date is October 31, 2023, and your new assignment will be on B-Shift at Station 7.

You can expect to have a meeting with your Command Staff during your first shift, they will assist you with your transition.

We are very excited for your future as a Fire/Rescue officer for Highlands County Fire Rescue.

Sincerely,

James K. Duppenthaler

James K. Duppenthaler
Interim Fire Chief

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Nov. 7, 2023

PRESENTER: **Karen Clogston, Public Information Officer**

SUBJECT/TITLE: **Presentation on honoring our veterans in Highlands County.**

STATEMENT OF ISSUE

Highlands County takes pride in honoring and supporting veterans in our community. Over the years, we have faced challenges and opportunities for us to be creative in our efforts to honor, celebrate, and remember the sacrifices that all veterans and their families have made on our behalf.

Attachments: Honoring veterans presentation 11072023.pdf

Honoring veterans in Highlands County

Honoring our veterans

Highlands County takes pride in honoring and supporting veterans in our community.

According to the 2020 U.S. Census, just over 12,000 people living in Highlands County are veterans. This represents 11.9% of the County's population, which currently stands at 105,618.

Over the years, we have faced challenges and opportunities for us to be creative in our efforts to honor, celebrate, and remember the sacrifices that all veterans and their families have made on our behalf.

Community events

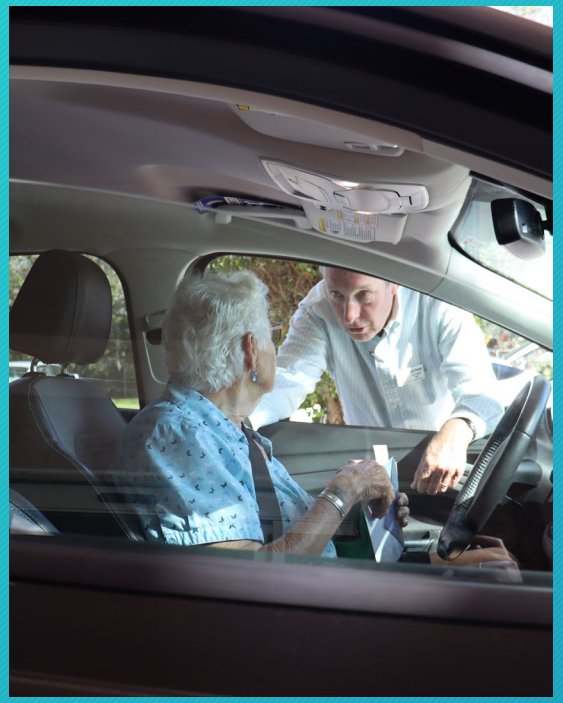
Highlands County Administration and VSO staff are participating in the Veterans Day Parade and Celebration on Saturday, Nov. 11 at Firemans Field in Sebring.

We encourage our County staff to wear RED, WHITE, and BLUE this week to honor our veterans.



Community events

The Highlands County Veteran Services Office will hold its annual outreach event for its veteran clients Monday, Nov. 20.







Community participation

Some ways we can show our respect as a community:

- wear RED, WHITE, and BLUE this month to honor our veterans.
- decorate our home, vehicle, bike, and/or place of business with flags, bunting, yellow ribbons, and other patriotic items this month.
- take part in “Green Light a Vet” by changing one light bulb in the entryway of your home or business to a green bulb – this simple step lets veterans, service members and their families know that they are seen, appreciated, and supported.

Government Center display case

County staff is working to outfit the display cases here in the Government Center lobby with items that honor our local veterans and veteran family members of local families.

This exhibit will go on display mid-November and will stay on display through 2024.



Reaching out and highlighting veterans



County staff have worked together to collect veteran stories and photos to share with our community, including from our own organization.

These spotlights will be featured on the County's social media platforms and website.

Community partnerships – Online
Creating a digital space

County staff has been working on a StoryMap, which is a great feature that is part of our GIS software and allows us to create interactive and engaging digital content.

You will be able to find it on the County website and it features the veteran spotlights previously mentioned as well as Highlands County veteran markers and memorials, military recognition days, links to local, state, and federal resources, and a map of local businesses that offer veteran and/or active military discounts.

Community partnerships – Online
Creating a digital space

Honoring our veterans

Recognizing the sacrifice veterans have made for us goes on year-round. Scroll down to see how you can support those in our community.

Highlands County Board of County Commissioners
Draft



Community partnerships – Online
Veteran spotlights

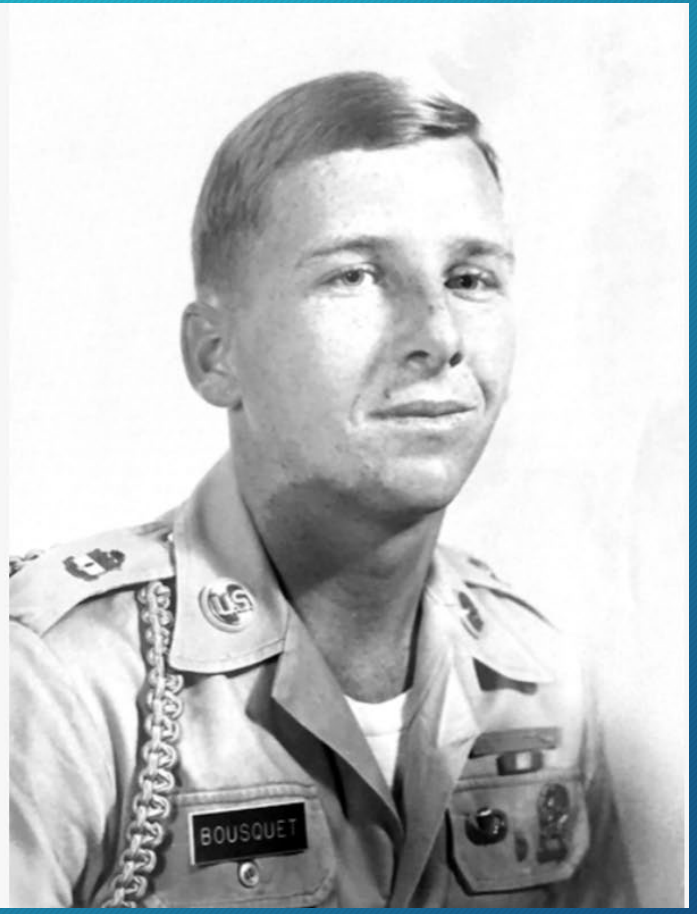
Art Bousquet

Branch of service: U.S. Army

Years of service: 1973-77

Job responsibilities: Airborne infantry assigned to 3rd Brigade 101st Airborne and 1st Battalion 75th Infantry Regiment, Rangers.

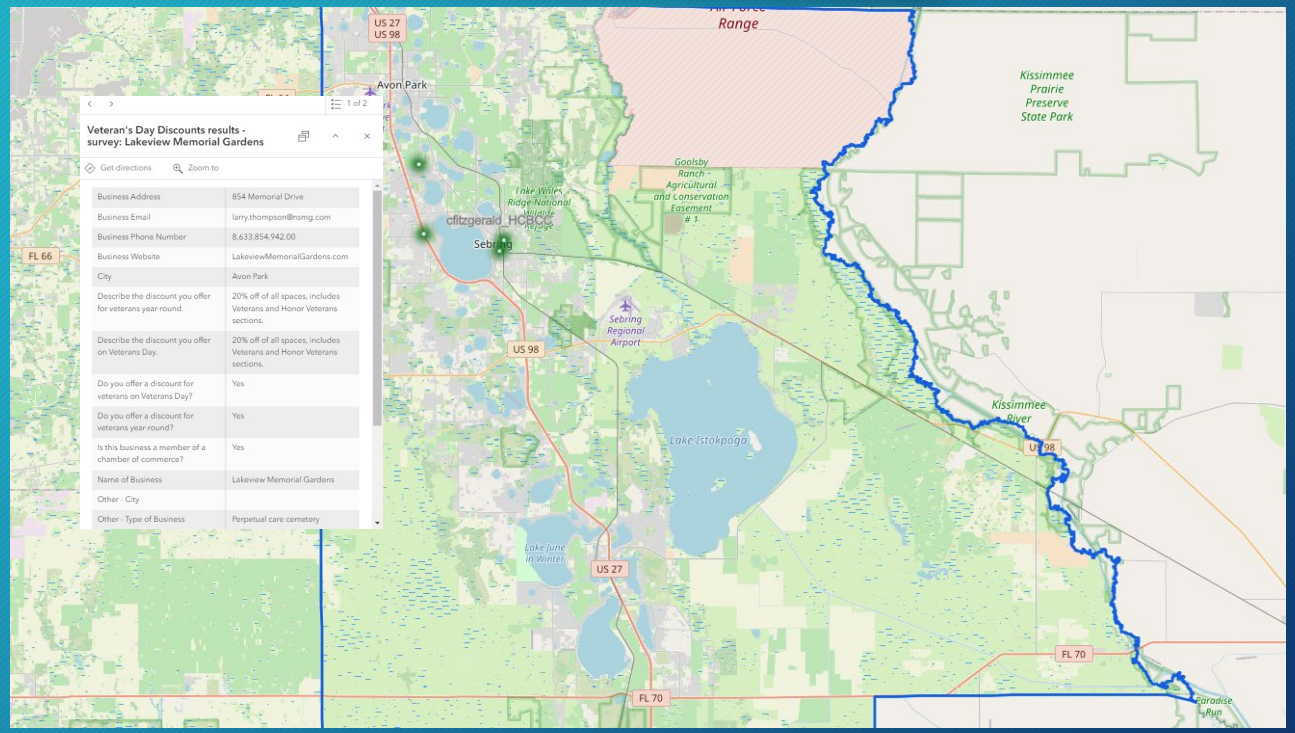
What did your military service mean to you? As a young adult, it gave me direction in my life, integrity, honor and profound patriotism for our country.



Community partnerships
Local organizations coming together

SCAN ME





Highlands County Veteran / Active Military Discounts



Help us honor our veterans and active military members by letting our community know your business offers them a discount.

Change of Pace
Caring for Caregivers

Community partnerships – Online
Military recognition days

National Medal of Honor Day

On March 25 each year, we remember all Medal of Honor recipients who represent the highest standard of service and sacrifice in the U.S. military.

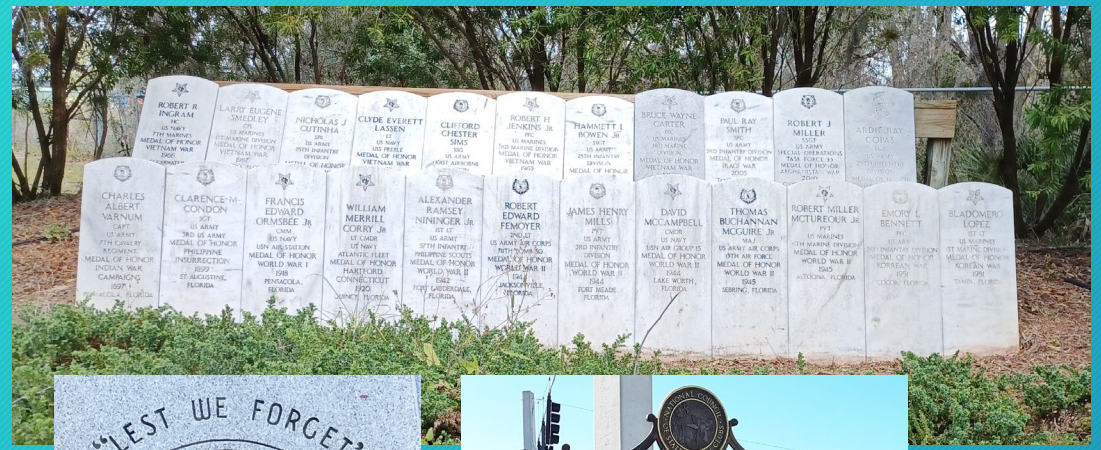
Since its first presentation in 1863 to Army Pvt. Jacob Parrott, over 3,500 American service members have been awarded our nation's highest decoration for distinguishing themselves conspicuously by gallantry and intrepidity at the risk of life above and beyond the call of duty. We honor their service.

A monument to Florida's Medal of Honor recipients sits near Highlands County's Veteran Services Office at 7209 S. George Blvd.

A little history: The trees in front of the Highlands County health department on South George Boulevard were the original



Community partnerships – Online
Veteran monuments and markers















HIGHLANDS NEWS-SUN
YOUR HOMETOWN NEWSPAPER SINCE 1919

Community partnerships

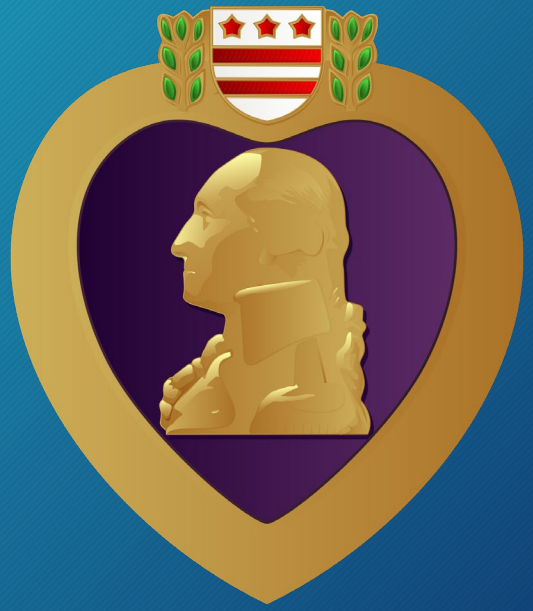
Patty Dumont has donated the use of her billboard on U.S. 27 near south Publix in Sebring during November and December to display our commitment to veterans in Highlands County.



Proclamations

Veteran Services staff are bringing before you today two proclamations to recognize and honor veterans in Highlands County

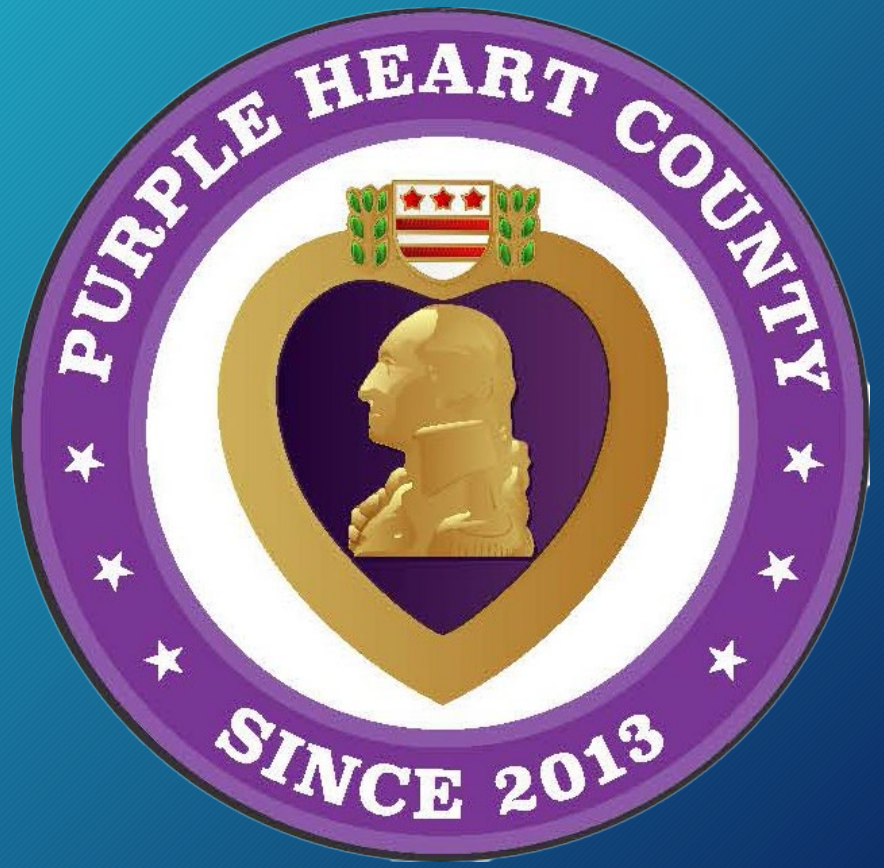
- November as Veterans Month
- Recognizing 10 years as a Purple Heart County



Purple Heart County

We received a donation of a wall decal recognizing Highlands County's 10 years as a Purple Heart County, and we invite you to see the display in the Government Center lobby after today's meeting.

Thank you to Sawyer Agency for this generous donation.



sawyer LA AGENCY CA

Honoring our veterans

Thank you to all veterans and their family members!



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER: **Michelle Rigterink, Assistant Veteran Services Officer**

SUBJECT/TITLE: **Request approval of a Proclamation designating Nov. 1-30, 2023 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 Nov. 1-30, 2023 as Veterans Appreciation Month.

FISCAL IMPACT

No fiscal impact.

Attachments: VETERAN'S DAY PROCLAMATION_2023.FINAL.pdf

HIGHLANDS COUNTY
VETERANS APPRECIATION MONTH
NOVEMBER 2023

WHEREAS, the citizens of Highlands County, Florida, have great admiration and the utmost gratitude for all of the men and women who selflessly served our Country through the Armed Forces; and

WHEREAS, these veterans have paid a high price for our 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 of the men and women of Highlands County who have served in the Armed Forces have played 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; and

WHEREAS, the efforts of Raymond Weeks led to the establishment of Veterans Day as a federal holiday in the United States to recognize and honor veterans of all wars; and

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; and

WHEREAS, it is important to acknowledge and remember the contributions of those who have served in the Armed Forces; and

WHEREAS, our veterans and military families are strong and adaptable, changing course to accommodate the needs of our Country, often foregoing personal wishes; and

WHEREAS, the men and women who served in the United States Armed Forces, as well as the families who support them, embody the dedication, sacrifice, and commitment that is truly commendable and recognizing and appreciating such efforts is an important part of both our Highlands County and America heritage.

NOW THEREFORE, BE IT PROCLAIMED, that the Highlands County Board of County Commissioners hereby continue their commitment to honoring the service and sacrifice of our veterans and their families by declaring the month of November 2023, as Veterans Appreciation Month.

DONE AND ADOPTED THIS 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

_____
Chris Campbell, Chairman

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER: **Stephanie Ridley, Assistant Veteran Services Officer**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing the 10-year anniversary of Highlands County as a Purple Heart County.**

STATEMENT OF ISSUE

Highlands County recognizes the 10-year anniversary of its designation as a Purple Heart County honoring the service and sacrifice of our nation's men and women in uniform wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans. We reaffirm our commitment to honoring the service and sacrifice of our veterans and are grateful for their courage and dedication.

RECOMMENDED ACTION

Move to approve the Proclamation recognizing the 10-year anniversary of Highlands County as a Purple Heart County.

FISCAL IMPACT

There is no fiscal impact.

Attachments: PURPLE HEART COUNTY DESIGNATION PROCLAMATION 10th Annv.sgs.pdf

HIGHLANDS COUNTY
TEN YEAR ANNIVERSARY OF PURPLE HEART COUNTY DESIGNATION
NOVEMBER 2023

WHEREAS, the citizens of Highlands County, Florida, have great admiration and the utmost gratitude for all of the men and women who selflessly served our Country through the Armed Forces; and

WHEREAS, these veterans have paid a high price for our 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 of the men and women of Highlands County who served in the Armed Forces have played a vital role in maintaining the freedoms and the way of life enjoyed by our citizens; and

WHEREAS, the Purple Heart Medal is the nation's oldest and highest military honor, established by General George Washington on August 7, 1782; and

WHEREAS, the Purple Heart is awarded to those who have been wounded or lost their lives while serving in the United States Armed Forces and it is a symbol of honor and sacrifice, and it is an utmost tribute to the men and women who have made the ultimate sacrifice for our country; and

WHEREAS, many citizens of Highlands County have earned the Purple Heart Medal for losing their lives or sustaining wounds while engaged in combat with enemy forces; and

WHEREAS, the Highlands County Board of County Commissioners does hereby recognize Highlands County as a Purple Heart County, honoring the service and sacrifice of our nation's men and women in uniform who have lost their lives or who have been wounded by enemy forces while serving to protect the freedoms enjoyed by all Americans.

NOW, THEREFORE, BE IT PROCLAIMED, that on this 10th anniversary of Highlands County's designation, originally established on November 19, 2013, as a Purple Heart County, the Highlands County Board of County Commissioners hereby reaffirms our commitment to honoring the service and sacrifice of our veterans. We are grateful for their courage and dedication, and we will never forget their contributions to our nation.

DONE AND ADOPTED THIS 7th day of November 2023.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

_____
Chris Campbell, Chairman

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: NOVEMBER 7, 2023

PRESENTER: **Carley Fitzgerald, GISP; GIS Manager**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing November 15th, 2023 as "GIS Day" in Highlands County, Florida**

STATEMENT OF ISSUE

GIS stands for Geographic Information Science and is a way for us to manage and analyze information, or data, about our world that has a location attached to it. We can then present that data to our audience, or users, in the form of maps, applications and other tools. The County has implemented GIS across nearly all departments and staff continue to provide geographic data and information to residents in new and engaging ways.
GIS Day is an international event that demonstrates how geography and real-world applications of GIS are making differences in business, government and society. These events are a way to celebrate the impactful work of dedicated GIS professionals and serve to ignite the imagination and ambition of future innovators who will further advance global progress using GIS.

RECOMMENDED ACTION

Move to approve the Proclamation recognizing November 15th, 2023 as "GIS Day" in Highlands County, Florida.

FISCAL IMPACT

There is no fiscal impact.

Attachments: GISDay_Proclamation_231107.pdf
Presentation.pdf

PROCLAMATION

WHEREAS, Highlands recognizes that an understanding, use and application of geospatial technology is crucial to operating our infrastructure, sustaining our natural resources, and stimulating economic growth, thus, benefiting the welfare of the general public throughout Highlands County; and

WHEREAS, geographic information systems (GIS) technology allows us to see and model complex relationships and patterns to respond more intelligently; and

WHEREAS, there is a need to promote GIS awareness, education and technical training to use this rapidly developing technology to its full potential; and

WHEREAS, Highlands County acknowledges those that have chosen GIS as their profession or as part of their discipline to improve the lives of our citizens; and

WHERAS, to recognize and support the efforts of nonprofits who work on activities to improve conservation, human services, and various humanitarian efforts to better our world; and

WHEREAS, having a day of GIS activities open to students, citizens, and government leaders will help promote STEM education and inspire others to a higher calling to use technology for good; and

WHEREAS, Highlands County is committed to utilizing GIS to inform decision making and better serve its residents and make useful geographic information open and easily available to the public, as a platform for innovation;

WHEREAS, GIS Day is celebrated on the Wednesday of "Geographic Awareness Week" which occurs annually during the third week of November; and

NOW, THEREFORE, Highlands County, do hereby proclaim November 15, 2023 as GIS Day.

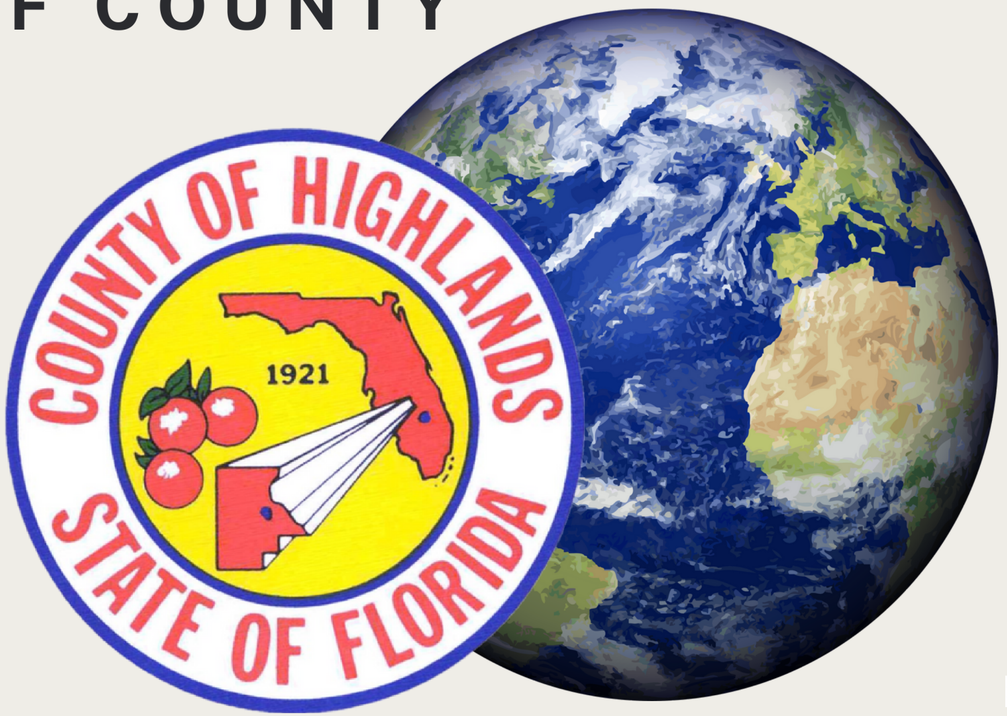
Done and adopted this 7th day of November 2023.

_____

Chris Campbell, Chairman
Highlands County

GIS Day 2023

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS



Carley Fitzgerald, GISP
GIS Manager
November 7, 2023

“A map is the greatest of all epic poems. Its lines and colors show the realization of great dreams.”

Gilbert H. Grosvenor
Editor of National Geographic
(1903- 1954)



BACKGROUND

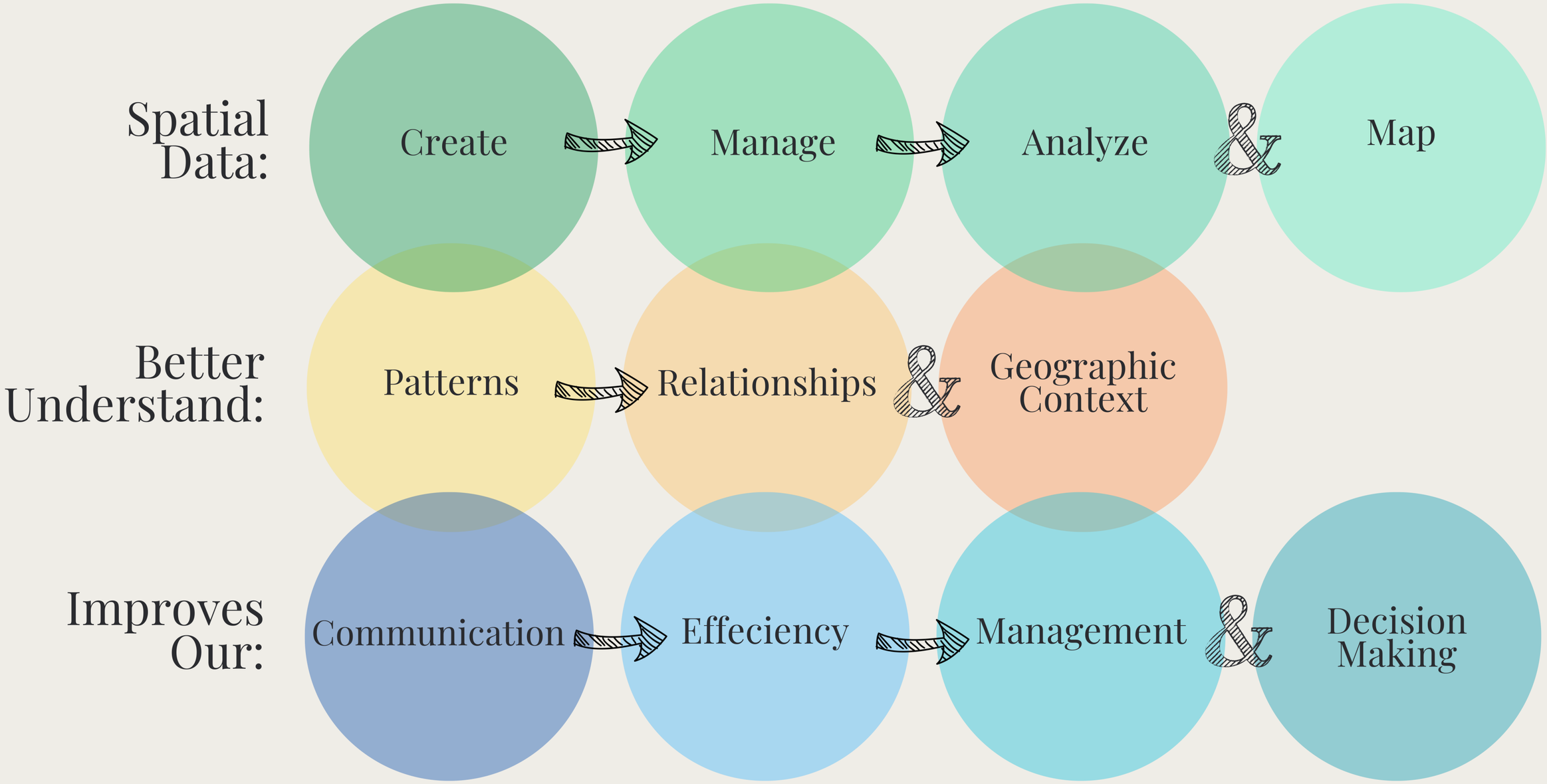
Geography is the science that studies the features of the Earth and it's connection to the people and the environment.

 "geo-" earth

 "-graphos" to write

GIS is a system that utilizes the science of geography with technical tools and software.

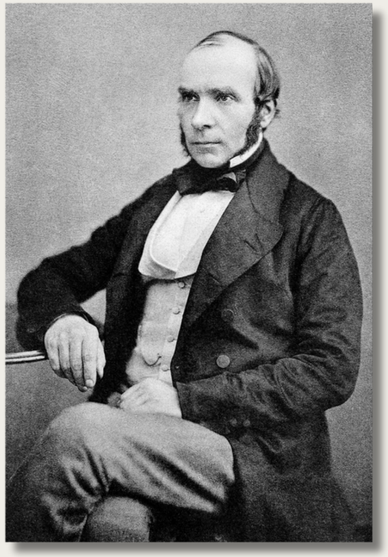
GIS


Spatial Data:
Create
Manage
Analyze
&
Map
Better Understand:
Patterns
Relationships
&
Geographic Context
Improves Our:
Communication
Effeciency
Management
&
Decision Making

GIS HISTORY

1854
London
Cholera
Miasma Theory
John Snow
Epidiemeology
GIS
Broad St Pump







GIS DAY

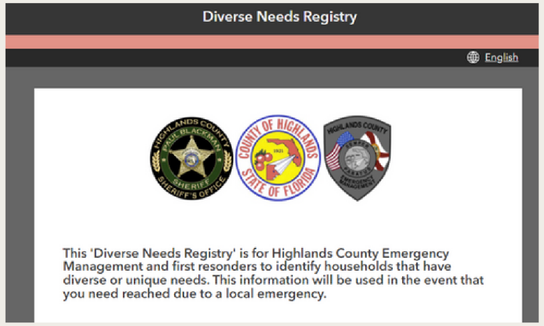
Celebrated on **Wednesday** of **Geography Awareness Week.**

Highlights how geography and the real-world applications of GIS are **making a difference** in the world.

Celebrate impactful work of GIS professionals and spark the **imagination and ambition of future innovators.**

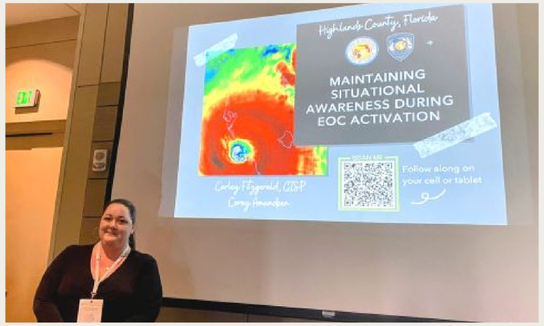
NOVEMBER 15TH, 2023

RECENTLY IN THE GIS DEPT...



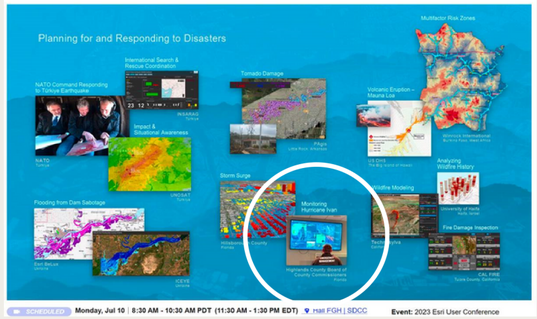
Diverse Needs Registry

Launched April 2023



Conference Presentation

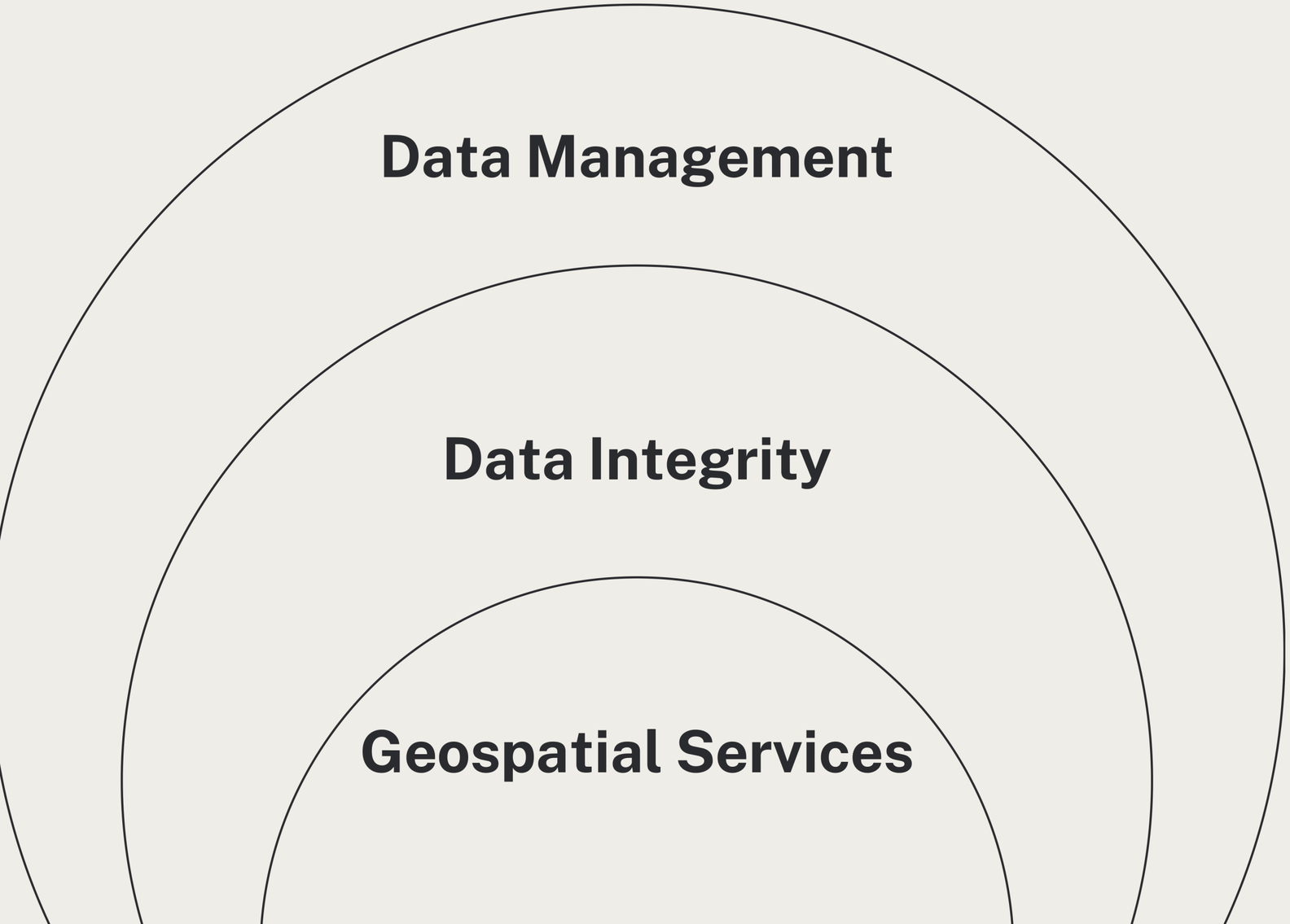
“Maintaining Situational Awareness During EOC activation”



Recognition & Shout Outs

2023 ESRI User Conference & 2023 South Florida GIS Expo

ROLES AND DUTIES



Addressing

Interactive Maps & Applications

Assist w/ Unique Projects

Thank you!

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: NOVEMBER 7, 2023

PRESENTER: **Josie Flores, Blue Butterfly Family Grief Center**

SUBJECT/TITLE: **Request approval of the Proclamation recognizing Nov. 16, 2023 as “Children's Grief Awareness Day" in Highlands County, Florida**

STATEMENT OF ISSUE

The third Thursday of every November is designated as "Children's Grief Awareness Day, ". A day for the community about grieving children, equipping peers and adults to support grieving children and honor these children and their loved ones who have died.

RECOMMENDED ACTION

Move to approve the Proclamation recognizing Nov. 16, 2023 as “Children's Grief Awareness Day" in Highlands County, Florida

Attachments: Children's Grief Awareness.2023.docx

Proclamation

Whereas, 1 in 11 children in Florida will experience the death of a parent or sibling by age 18, there is over 540 children in Highlands County that will grieve the death of a parent by the time they turn 18; and

Whereas, in addition to their feelings of grief, many children feel alone, misunderstood, and fearful, leading to an inability to manage or face their grief; and

Whereas, many adults and other children erroneously believe that grieving children are resilient enough that they get over their grief, so much so that children have often been called "forgotten mourners"; and

Whereas, many people do not realize that it often takes children much longer to deal with their grief than is commonly expected and that the amount of inner turmoil, invisible to most, is more intense than previously believed; and

Whereas, the majority of classroom teachers report that they often witness a negative impact on academic performance when a student loses a parent or guardian; and

Whereas, parents, educators, childcare practitioners, and community leaders all play a role in acknowledging and supporting childhood grief; and

Whereas, the third Thursday of every November is designated as "Children's Grief Awareness Day, " a day for the community about grieving children, equipping peers and adults to support grieving children and honor these children and their loved ones who have died

Now, Therefore, Be it Resolved that Highlands County, Florida, does hereby proclaim **November 16, 2023** as ***Children s Grief Awareness Day*** and encourage all citizens to join and participate in this observance.

Done and adopted this 7th day of November 2023

_____

Chris Campbell, Chairman

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

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

SUBJECT/TITLE: **Request approval of the contract between Howerton Services, LLC and Highlands County for sod services.**

STATEMENT OF ISSUE

Attached for your approval is the contract for ITB 23-020 between Howerton services, LLC and Highlands County for sod. Howerton Services, LLC shall be responsible for furnishing sod to the County's requesting Department(s) the commodity or services on an "as needed basis". The term of the Contract shall be for an initial one (1) year from the date of the date of Recommendation for Award. Prices shall remain firm for this period. Upon mutual agreement of the parties, the contract may be renewed for three (3), one (1) year terms, at the same terms and conditions set forth in the ITB. A Price
Adjustment Clause was included in this solicitation. Pricing will be reviewed at the anniversary date thereafter. The contract will include a thirty (30) day termination for convenience clause for termination by the County. Please note Purchase orders are being used as the agreement.

RECOMMENDED ACTION

Move to approve the contract between Howerton Services, LLC and Highlands County for sod services.

FISCAL IMPACT

Budget is provided for sod in the Transportation Fund (110), expenditure account Road Materials & Supplies.

Attachments: Vendor Signed Agreement.pdf

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Howerton Services, LLC., P.O. Box 642, Sebring, Florida 33871, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for sod and related services, pursuant to the COUNTY's Purchasing Policy and ITB-23-020-KSB; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the products and services set forth in ITB-23-020-KSB; and,

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall be for an initial period of one (1) year beginning on the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY for three (3) additional periods of one (1) year each.

SECTION 3. SCOPE OF PRODUCTS AND SERVICES.

The CONTRACTOR shall be responsible for the products and 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. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all products and services which it provides in accordance herewith. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied products and services.

SECTION 5. 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 6. 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 7. COMPENSATION.

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

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

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN AGREEMENT IS TERMINATED.

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

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

SECTION 10. 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 Insurer,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The 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 11. 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 12. 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 13. 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 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

SECTION 15. 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 16. 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 17. 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 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. 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 20. 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 21. ASSIGNMENT.

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

SECTION 22. 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 23. 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 24. NOTICE.

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

COUNTY: Highlands County
Attention: County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Highlands County

Attention: County Attorney
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: Howerton Services, LLC
P.O. Box 642
Sebring, Florida 33871
Howertonservicesllc@gmail.com

SECTION 25. 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 26. 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 27. 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 28. 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 29. 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 30. 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 31. 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 32. 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 33. 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 34. 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 35. 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 36. ELECTRONIC 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 (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 37. ATTACHMENTS

The Contractor hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to Highlands County as part of the Contractor's response to Highlands County's for solicitation 23-020-KSB. All such attachments are hereby ratified and if the Contractor knowingly submitting such attachments to Highlands County with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the County.

[Signatures on Following Page]

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

HIGHLANDS COUNTY

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONTRACTOR

By: Donna Howerton

Print: Donna Howerton

Title: managing member

STATE OF FLORIDA
COUNTY OF _____

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

(stamp)

_____
NOTARY PUBLIC, State of Florida

Compensation

- **PRICING**: Provide all inclusive price for each line description. To determine overall low bidder all prices will be combined in the Grand Total.

The undersigned agrees to provide the items listed below:

Bid Item #	DESCRIPTION	Column A BAHIA GRASS Price per Sq Ft	Column B FLORATAM GRASS Price per Sq Ft
	Pricing 1-5000/SF		
1	SOD only	$ 0.40	$ 0.77
2	SOD, HAULED & LAID	$ 0.42	$ 0.49
3	SOD, HAULED, LAID & ROLLED	$ 0.44	$ 0.51
	Pricing 5001-and up/SF		
4	SOD only	$ 0.38	$ 0.75
5	SOD, HAULED & LAID	$ 0.40	$ 0.47
6	SOD, HAULED, LAID & ROLLED	$ 0.42	$ 0.49
Grand Total (written numerically) for bidding purposes. (to include Bid items 1+2+3+4+5+6 for both Column A & B)		9.42	
Grand Total (written in word)	Nine Dollars and forty two cents		

MINIMUM ORDER REQUIREMENT: 400 / SQ. FT.ORDER (NOT PER DELIVERY LOCATION)

County's discretion. Once the source of Sod is approved by the County Project Manager or his designee, the source of Sod cannot be modified by Contractor without the written approval of the County Project Manager. If appropriate, Sod shall be certified as nematode free, and certification shall be presented with the order.

Contractor shall retain native root soil intact and utilize, as appropriate, approved devices, such as sod cutters, for cutting the Sod.

Contractor shall provide notice to the County prior to extraction of sod from a field or fields. The notice shall be sent to the County one month in advance of the scheduled extraction of sod and shall provide a legal description of the real property that contains the field(s) and available appointment times for the County Project Manager to inspect the field(s). The County Project Manager will contact Contractor to inspect and approve any or all of Contractor's field(s) from which the Sod will be harvested.

For the "Sod Hauled and Laid in Place" option, County reserves the right to request the Sod be rolled by Contractor after placement. County will provide sufficient notice to Contractor of its desire to implement this option, and County will pay additional cost as designated on Exhibit "B" attached hereto for rolling (difference between the "Sod Hauling, Laid in Place, and Rolled" and "Sod Hauled and Laid in Place" quotes).

Contractor shall provide Sod within three (3) days from the Purchase Order issuance by the County. Notification will be provided either in writing or phone notification (phone, fax, email, U.S. postal service, or carrier service) to provide the Sod (if a "Sod Only" option) or deliver and place the Sod if the "Sod Hauled and Laid in Place" or "Sod Hauled, Laid in Place, and Rolled" options.

If, in the County's sole discretion, the Sod does not conform to the specifications of this Scope, County may, in addition to other remedies available to the County, require that Contractor, at Contractor's expense, replace any or all of the nonconforming Sod, refund the price of nonconforming Sod, or accept the return of any or all of the Sod.

For the "Sod Only" option, County has five (5) days post-receipt of the Sod to provide notice to Contractor that the Sod is non-conforming.

For the "Sod Hauled and Laid in Place" and "Sod Hauled, Laid in Place, and Rolled" options, County has thirty (30) days post-placement of the Sod to provide notice to Contractor that the Sod is nonconforming.

Exhibit "B"

Exhibit "A"
Scope of Products and Services

A. PURPOSE: The Contractor shall provide sod: Argentina Bahia Grass or Floratam Grass (referenced herein as the "Sod"), on an "as-needed" and "as-requested" basis pursuant to the specifications hereof.

B. ORDERING: The County will order Sod on an "as needed" and "as requested" basis from time to time.

C. PRODUCT SPECIFICATIONS:

Argentina Bahia Grass: It shall be well matted with roots. The Sod shall be taken up in commercial size rectangles twelve (12) inches by twenty-four (24) inches or larger and at least one and one-quarter inches (1 1/4") thick.

Floratam Grass: It shall be well matted with roots. The Sod shall be taken up in commercial size rectangles twelve (12) inches by twenty-four (24) inches or larger and at least one and one-quarter inches (1 1/4") thick.

When the County purchases sod under the "Sod Only" option, the Sod shall be provided on four feet by four feet (4' x 4') pallets and loaded by the Contractor's equipment on to County trucks at Contractor's location(s). Pallets will not be returned to the Contractor. The Sod per pallet shall be no less than 450 square feet for Bahia sod and no less than 500 square feet for Floratam sod.

When the County purchases Sod under the "Sod Hauled and Laid" or "Sod Hauled, Laid and Rolled" options, the Sod shall be delivered by Contractor to the location or locations identified by the County's Project Manager or his designee. County will prepare all dirt and groundwork for Sod under these options.

For the "Sod Only" option, the delivered Sod shall be live, fresh, and uninjured at the time of receipt by County. The Sod, at the time of placement for the "Sod Hauled and Laid in Place" and "Sod Hauled, Laid in Place, and Rolled" options, shall be live, fresh, and uninjured. In all options, the Sod shall meet the following requirements: a) be sufficiently thick to secure a dense stand of live grass; b) have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling; and c) be reasonably free of weeds and other grasses.

The source of the Sod is subject to inspection and approval by the County Project Manager or his designee prior to being cut for use by Contractor. The County Project Manager or his designee may require the area from which the sod is to be harvested to be mowed and/or raked as necessary to remove excessive top growth and debris, in the

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER: **Gail Werley, Children's Advocacy Center Manager**

SUBJECT/TITLE: **Request approval of an Agreement with the Florida Network of Children's Advocacy Center to distribute proceeds from the Stop Child Abuse License Plate and Voluntary Contribution program and to adopt Budget Amendment 23-24-010 and resolution.**

STATEMENT OF ISSUE

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

RECOMMENDED ACTION

Move to approve an Agreement with the Florida Network of Children's Advocacy Center to distribute proceeds from the Stop Child Abuse License Plate and Voluntary Contribution program and adopt Budget Amendment 23-24-010 and resolution.

FISCAL IMPACT

The fiscal impact is an increase to the General Fund (005) Cost Center 3995 (Children's Advocacy Center) in the amount of $2,607.57.

Attachments: Upload Complete_with_DocuSign_CAC23_Highlands_LPVC_FINAL.pdf
23-24-010 Project 23020 SCALP 23-24 (BA).pdf
23-24-010 Project 23020 SCALP 23-24 (Resolution).pdf

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

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

Recitals

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

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

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

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

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

Section 1. TERM OF THE AGREEMENT

The AGREEMENT will be effective on July 1, 2023 and will continue until June 30, 2024.

Section 2. AMOUNT OF AWARD

The amount of funds awarded the CAC pursuant to the Stop Child Abuse License Plate under this Agreement from the FNCAC shall be $1,981.82. The amount of the funds awarded the CAC pursuant to the Voluntary Contribution Program under this Agreement from the FNCAC shall be $625.75. The funds will be distributed to the CAC upon execution of this agreement.

Section 3. COMPLIANCE WITH STATUATORY REQUIREMENTS

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By signing this Agreement, the CAC affirms that it complies with all of the standards set forth in Section 39.3035(2) and the screening requirements set forth in Section 39.3035(3), Florida Statutes. If, during the term of this Agreement, the CAC fails to comply with the standards or screening requirements set forth in subsections (2) and (3) of Section 39.3035, Florida Statutes, the CAC shall immediately notify the FNCAC. Failure to comply with those standards and screening requirement shall require the CAC to refund all unused funds awarded under this Agreement to the FNCAC.

Section 4. BUDGET

EXHIBIT A, which is incorporated herein by reference, a budget and a narrative describing how the funds awarded under this Agreement will be used during the fiscal year. Funds are to be used for prevention and intervention services only.

Section 5. DELIVERABLES

The CAC shall submit to the FNCAC, on the form attached to this agreement as EXHIBIT B, which is incorporated herein by reference, a deliverable report and documentation due no later than July 31, 2024. The Deliverable Report along with backup documentation shall be submitted via Track-It! Track-It! is an electronic document management system for providers to utilize in the submission of reports and other documents to the FNCAC. The Track-It! URL is: https://trackit.fncac.org:9001/TrackItWeb/SelfService. The CAC agrees to maintain and timely submit the report and documentation. Failure to do so, may require repayment of any or all funds. Retain agreement and reports for 6 years.

Section 6. ENTIRE AGREEMENT

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

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

Florida Network of Children's Advocacy Center	**Highlands County, a Political Subdivision of the State of Florida**
_____	_____
Luzed Cruz Executive Director	Signature of Authorized Representative
_____	_____
Date	Date
	Chris Campbell_____ Print Name of Authorized Representative
	Chairman, Highlands County Board of County Commission_____ Title

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FLORIDA NETWORK OF CHILDREN'S ADVOCACY CENTERS

EXHIBIT A

License Plate and Voluntary Contribution Budget FY 23-24

Please complete the highlighted sections

Legal CAC Name: Highlands County; a Political Subdivison of The State of Florida

CAC Number: CAC23

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

License Plate Funds	Voluntary Contribution Funds
1) Description of prevention or intervention services that will be provided and anticipated number of children to be served:	***1) Description of prevention or intervention services that will be provided and anticipated number of children to be served:***
2) If utilizing these funds for equipment purchases or to attend trainings to enhance the skills of staff providing prevention or intervention services, please provide a brief description (note: funds may be used for KAK Conference 2022 registration fees and travel, and KAK Conference 2023 registration fees but not travel):	***2) If utilizing these funds for equipment purchases or to attend trainings to enhance the skills of staff providing prevention or intervention services, please provide a brief description (note: funds may be used for KAK Conference 2022 registration fees and travel, and KAK Conference 2023 registration fees but not travel):***
Will be utilized to register CAC Coordinator, CAC Manager and Community Programs Director for the NCA Leadership Conference. $1,981.82	Travel to Orlando for CAC LMHC to attend the CFTIS Training, October 23-25. $625.75
3) Other uses - Please provide a brief explanation:	***3) Other uses - Please provide a brief explanation:***

DocuSigned by:
Ingrasherese Gardner
100E2CC3D26C429...
Signature

Luzed Cruz, FNCAC Executive Director

Ingrasherese A. Gardner, Director of Community Programs
Printed Name & Title

Date

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/23/2023** SUBMITTED BY: **Gail Werley**

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

PROJECT(S) #: **23020** PROJECT TITLE(S): **SCALP 23/24** COST CENTER TITLE(S): **Children's Advocacy Center**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3346900Z**	**Project Other Human Services**	**23020**	**0.00**	**2,607.57**		**2,607.57**
E	**005**	**3995**	**54000Z**	**Project Travel & Per Diem**	**23020**	**0.00**	**625.75**		**625.75**
E	**005**	**3995**	**55403Z**	**Project Education and Training**	**23020**	**0.00**	**1,981.82**		**1,981.82**

REASON: **To allocate funds for SCALP 23.24 agreement; to be utilized for prevention and intervention services.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-010**

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. 23-24-13

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-010 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 23-24-010 is hereby approved and authorized to set up grant funds to Project 23020 SCALP 23/24 in the amount of $2607.57.

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 7th day of November, 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Nov. 7, 2023

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

SUBJECT/TITLE: **Request approval to terminate the agreement related to the use of the Sheriff's Polar Kraft Boat.**

STATEMENT OF ISSUE

At the February 21, 2023, Board meeting, the Board and the Highlands County Sheriff entered into an MOU related to the use of the Sheriff's Polar Kraft Boat. However, it has been determined that certain of the terms and conditions of the same are not feasible for the County's Fire Rescue Department. As such, we need to terminate the agreement. As stipulated in the agreement, we are required to provide the Sheriff Office with ten (10) days written notice of intent for termination of the agreement.

RECOMMENDED ACTION

Move to approve termination of the agreement related to the use of the Sheriff's Polar Kraft Boat.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Sheriff Boat Agreement Termination.sgs.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6500 www.highlandsfl.gov

November 7, 2023

Highlands County Sheriff's Office
Honorable Sheriff Paul Blackman
400 S. Eucalyptus St.
Sebring, Florida 33870

Dear Sheriff Blackman:

As you know, on February 21, 2023, Highlands County and the Highlands County Sheriff entered into an Agreement related to the use of the Sheriff's Polar Kraft Boat ("Agreement"); however, it has been determined that certain of the terms and conditions of the same are not feasible for the County's Fire Rescue Department. As such, please accept this correspondence as the County's written notice of termination pursuant to Section 8 of the Agreement, effective ten (10) days from your receipt hereof.

Highlands County would like to thank the Highlands County Sheriff's Office for its cooperation and understanding in this matter. Please contact Interim Fire Chief Kelly Duppenthaler to discuss any necessary steps related to this notice so that we can ensure that there are no disruptions and the transition can be completed in the most effective manner.

Sincerely,

Chris Campbell, Chairman
Highlands County Board of County Commissioners

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER:	**Cynthia Acevedo, Community Programs Assistant Director/Healthy Families Program Manager**
SUBJECT/TITLE:	**Request approval of Amendment #0007 and to Subcontract Agreement 20-25-42 between Highlands County and the Ounce of Prevention Fund of Florida, accepting additional grant funding for staff stabilization, along with the Adoption of Resolution 23-24-112 for Budget Amendment 23-24-009 for project 22004.**

STATEMENT OF ISSUE

The Ounce of Prevention Fund of Florida has received additional grant funding for the purpose of staff stabilization for all Healthy Families sites across the state of Florida. The funding allocation for Healthy Families Highlands is $21,462.55, which is non-recurring and would be issued as a one-time, lump sum payment calculated based on staff tenure. All eligible staff will sign an Acknowledgment Form regarding the conditions and issuance of these funds.

RECOMMENDED ACTION

Move to approve Amendment #0007 and to Subcontract Agreement 20-25-42 between Highlands County and the Ounce of Prevention Fund of Florida, accepting additional grant funding for staff stabilization, along with the Adoption of Resolution 23-24-112 for Budget Amendment 23-24-009 for project 22004.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General Fund), project 22004 (Healthy Families Grant) in the amount of $21,462.55.

Attachments: Highlands Amend 7 FY 23-24 to site for execution.pdf
23-24-009 Proj 22004 Healthy Families Add'l Grant (Resolution).pdf
23-24-009 Proj 22004 Healthy Families Add'l Grant (BA).pdf
Staff Stabilization Proposal FY 23-24 FINAL.pdf
One-time Payment Acknowledgement 2023.pdf

THE OUNCE OF PREVENTION FUND OF FLORIDA

SUBCONTRACT AMENDMENT

AMENDMENT #0007 FY2023-2024

THIS AMENDMENT is entered into between the Ounce of Prevention Fund of Florida, hereinafter referred to as "OPFF", and Highlands County, a political subdivision of the State of Florida, (HF Highlands), hereinafter referred to as the "Provider", for the provision of Healthy Families Florida, hereinafter referred to as "HFF", is amended as outlined below:

Amendment #0001, effective 9/1/2020, changes in: Final Invoice due date; Staff Composition Table corrections, revised deliverables table and a revised Organizational Chart.

Amendment #0002, effective the latter of June 30, 2021, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2022.
2. Contract number will change from #20-21-42 to #20-22-42.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0003, effective the latter of June 30, 2022, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2025.
2. Contract number will change from #20-22-42 to #20-25-42.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0004, effective 10/1/2022 changes include: contributions re-allocated; numbers to serve decreased; Contract language as noted below; revised staffing pattern; revised staff comp table; revised deliverables table; revised budget; revised Attachment 9 – Org Chart; revised Attachment 15; revised Attachment 24 - Protocol for Purchase of Property and Attachment 38 – Monthly Number Served Report incorporated.

Amendment #0005, effective 3/1/2023 changes include: funding movement among approved categories, revised budget with associated funding changes.

Amendment #0006**,** effective the latter of June 30, 2023, this renews and amends the above referenced contract as follows:

1. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.

2. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #**0007**, effective 9/1/2023, changes include: HFF Grant increase; contract language, attachments and associated funding changes as listed below.

Subcontract Section **1. ENGAGEMENT, TERM AND SUBCONTRACT DOCUMENT**, is hereby deleted and the following is inserted in lieu thereof:

1. ENGAGEMENT, TERM AND SUBCONTRACT DOCUMENT

1.1 Purpose and Subcontract Amount

The OPFF is engaging the Provider for the purpose of providing HFF services in accordance with the terms and conditions specified in this Subcontract including all attachments and exhibits, which constitute the Subcontract document as further described in Section 2. Payable as provided in Section 3 hereof, with an annual amount not to exceed **$343,462.55,** as allocated below:

- Ounce of Prevention Base Grant amount $**322,000,**
- Staff Salary one-time non-recurring increase of **$21,462.55**

All funding is subject to the availability of funds. This grant amount will cover will 2023-2024 Fiscal Year as further described in Section 3 hereof, payable as provided in Section 3.1. Fiscal Year grant amount will be contingent upon the Florida Legislature approved budgets. Any costs or services paid for under any other Subcontract or from any other source are not eligible for payment under this Subcontract.

1.1.1 Cash and In-Kind Contributions

1.1.1.1. The Provider shall provide and maintain a minimum of **$80,500,** which represents a twenty-five percent (25%) contribution towards the OPFF/ HFF grant funds for the HFF program. The 25% required contribution will apply to Fiscal Year 2023-2024. The Provider's cash and in-kind contribution for the Fiscal Year 2023-2024 subcontract period is $**176,553.77** which represents **54.8%** percent (%) of the OPFF/HFF grant funds.

1.1.1.2. If the Provider is unable to meet the minimum requirement of the cash and/or in-kind contribution, the Provider must submit a letter with this Subcontract justifying why the site is unable to meet the minimum requirement. Organizations providing cash or in-kind contributions must submit a letter on their organization's letterhead signed by an authorized official of the organization with the contract or amendment.

Subcontract Exhibit **A Section 4.** – **General Terms and Conditions Governing Performance**, is hereby deleted and the following is inserted in lieu thereof:

EXHIBIT A SECTION 4: GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1 Program or Service Specific Terms

A-4.1.1 Accelerated Services: HFF services offered to families who score 12 or less on the HFFAT in which they may move to Level 2 in less than six months once level change criteria have been met and may also complete services at an accelerated pace.

A-4.1.2 Advisory Committee: A group that advises/governs the activities of planning, implementation and/or assessment of program services. The group includes individuals who represent public and private agencies or organizations with knowledge of programmatic and administrative issues related to the provision of prevention services for families and their children and may also include child advocates and parent leaders.

A-4.1.3 Amendment: A document by which changes are made to an executed Subcontract. Changes requiring an amendment include, but are not limited to, adjustments in cost, services, time period and method of payment. Unless otherwise provided in the Subcontract, an amendment must be executed by both parties.

A-4.1.4 Business Associate: "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean PROVIDER.

A-4.1.5 Case Staffing: A meeting coordinated by the Provider with the Department of Children and Families (DCF), Community-Based Care staff, law enforcement agency and other service providers working with a family in the event a participant is referred to the Florida Abuse Hotline for an allegation of child maltreatment and the child protective investigation has a child maltreatment finding.

A-4.1.6 Child Maltreatment: Any willful act or threatened act that results in any physical, mental or sexual injury or harm that causes or is likely to cause the child's physical, mental or emotional health to be significantly impaired. Child maltreatment includes acts or omissions. Corporal discipline of a child by a parent or legal custodian for disciplinary purposes does not in itself constitute maltreatment when it does not result in harm to the child. Types of child maltreatment include physical, emotional, or sexual abuse, neglect or abandonment.

A-4.1.7 Circle of Parents: A mutual support and self-help program for parents that provides regular group meetings in a friendly, supportive environment led by parents and other caregivers.

A-4.1.8 Connect: Brand name for Coordinated Intake and Referral managed by Healthy Start Coalitions

A-4.1.9 Coordinated Intake and Referral (CI&R): A system that connects pregnant women, interconception women and families of children under the age of three to services to offset risk factors that may lead to poor pregnancy outcomes and/or poor developmental outcomes.

A-4.1.10 CI&R Referral: A referral for services that comes to a HFF site through the CI&R system and is considered a positive screen

A-4.1.11 Community-Based Care Lead Agency (CBC): A not-for-profit or government agency with which the Department Subcontracts for the delivery of foster care and related services.

A-4.1.12 Community-Based Organization: A private or public agency that has the fiscal and administrative capacity to implement the Healthy Families Florida program and has experience in administering home visiting or other prevention programs.

A-4.1.13 Covered Entity: "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean FAHSC.

A-4.1.14 Child Protective Investigator (CPI): authorized agent in a professional position with the Department of Children and Families (Department) or a designated sheriff's office with the authority and responsibility of investigating reports of child abuse, neglect or abandonment received by the Florida Abuse Hotline.

A-4.1.15 Child Protection Services (CPS): Child welfare services including case management and judicial services following verified child maltreatment.

A-4.1.16 Enhanced Services: Additional or supplementary services offered by the HFF site that go beyond traditional or accelerated HFF services. Examples include, but are not limited to, family specialist services, navigator services, and Circle of Parents Groups.

A-4.1.17 Family Engagement Specialist (FES): A direct service staff member with responsibilities related to the engagement and enrollment of new families. The FES manages referrals, outreach to families referred, offers HFF services, conducts the HFFAT, connects families to other services in the community and maintains relationships with referral sources.

A-4.1.18 Family Goal Plan: An individualized working document that identifies the primary participant's family objectives and goals for home visiting services.

A-4.1.19 Family Support Engagement Specialist (FSES): A direct services staff member who is a home visitor with responsibilities related to the engagement and enrollment of new families. The FSES manages referrals, outreach to families referred, conducts the HFFAT, offers HFF services, connects families to other services in the community and maintains relationships with referral sources. They are also responsible for building and maintaining an ongoing supportive relationship with families enrolled in home visiting services, initiating and maintaining regular long-term home visiting services, and providing referrals to other needed support services.

A-4.1.20 Family Support Specialist (FSS): A direct service staff member who is a home visitor. The FSS is responsible for building and maintaining an ongoing supportive relationship with families enrolled in home visiting services, initiating and maintaining regular long-term home visiting services, and providing referrals to other needed support services.

A-4.1.21 Florida Safe Families Network (FSFN): Formerly known as HSn, this is the State of Florida's web based statewide-automated child welfare information system.

A-4.1.22 Focus Child: A child whose birth resulted in the family being eligible for HFF services

A-4.1.23 Full-Time Equivalent (FTE): A position or positions whose total time worked in a week equals 40 hours.

A-4.1.24 Healthy Families America (HFA): A national initiative based at Prevent Child Abuse America that accredits Healthy Families programs and maintains the program standards that are based on a set of core critical program elements that are designed to ensure the quality of all Healthy Families statewide systems and independent affiliate programs by offering technical assistance, managing the accreditation process and sponsoring relevant research.

A-4.1.25 Healthy Families Florida (HFF): A nationally accredited community-based, voluntary home visitation program that is proven to prevent child abuse and neglect and other poor childhood outcomes by promoting positive parent-child relationships and child health and development. Home visiting services begin prenatally or soon after the birth of the baby and can last up to five years depending on the unique needs of the family. Families are also linked to a medical provider and other family support services they need during their participation in HFF. HFF is based on a set of research-based critical program elements and standards of the HFA model.

A-4.1.26 Healthy Families Florida Assessment Tool (HFFAT): A validated risk assessment tool developed by HFF that considers the individual's history, strengths and current level of challenges that may place the newborn at high risk for poor childhood outcomes, including child maltreatment.

A-4.1.27 Health Insurance Portability and Accountability Act (HIPAA): The Health Insurance Portability and Accountability Act of 1996, as amended.

A-4.1.28 Healthy Families Parenting Inventory (HFPI): A valid and reliable outcome measure that was designed to examine change in nine parenting domains: Social Support, Problem-Solving, Depression, Personal Care, Mobilizing Resources, Role Satisfaction, Parent/Child Interaction, Home Environment and Parenting Efficacy.

A-4.1.29 Healthy Start Prenatal Screening Instrument (Universal Screening Tool/Prenatal Risk Screen): An instrument developed jointly by HFF and the Florida Department of Health. It is voluntarily offered to all pregnant women seeking prenatal care in Florida and is designed to identify women who present with risk factors indicating a need for further assessment for Healthy Start or HFF.

A-4.1.30 HIPAA Regulations: 45 Code of Federal Regulations, Parts 160, 162 and 164.

A-4.1.31 HIPAA Rules: Shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

A-4.1.32 Hope Florida: Guides Floridians on an individualized path to prosperity, economic self-sufficiency, and hope by focusing on community collaboration between the private sector, faith based community, nonprofits, and government entities to break down traditional community silos, in an effort to maximize resources and uncover opportunities (Hope Navigation Program).

A-4.1.33 Infant Risk Screen: A brief questionnaire administered shortly after the birth of a baby that helps the birthing facility to identify infants who are at increased risk of post-neonatal or infant mortality during the first year of life or at risk for adverse health and developmental outcomes.

A-4.1.34 Limited English Proficient (LEP): LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

A-4.1.35 Mental Health Counselor: A licensed mental health counselor or clinical social worker who provides in-home counseling to participants who are experiencing mental health, substance abuse and/or domestic violence challenges.

A-4.1.36 Mental Health Enhancement: A dual-model approach to expanding and enhancing Healthy Families services. The purpose of the enhancement is to improve access to treatment for participants experiencing substance abuse, mental health and domestic violence challenges. The model includes development of a Mental Health Counselor Program and a Behavioral Healthcare Navigator Program.

A-4.1.37 Navigator: Assesses the participants' needs, develops a referral plan, coordinates referrals and conducts follow-up to ensure participants experiencing mental health, substance abuse and/or domestic violence challenges receive services from community providers.

A-4.1.38 Other Child: Child other than the focus child living in the home of the HFF participant for whom the participant is the caregiver.

A-4.1.39 Protected Health Information: Individually identifiable information created or received that relates to the past, present or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present or future payment for the provision of healthcare to an individual. See Title 45, CFR, Part 160.103.

A-4.1.40 Prenatal Risk Screen: An instrument developed jointly by HFF and the Florida Department of Health. It is voluntarily offered to all pregnant women seeking prenatal care in Florida and is designed to identify women who present with risk factors indicating a need for further assessment for Healthy Start or HFF.

A-4.1.41 Primary Participant: A mother, father or relative caregiver who is responsible for the target child and any non-target child living in the home.

A-4.1.42 Program Manager: A professional who is responsible for the day-to-day operations, establishing collaborative partnerships, coordinating training and providing overall supervision of staff.

A-4.1.43 Safety Plan: A plan created to control present or impending danger using the latest intrusive means appropriate to protect a child when a parent, caregiver, or legal custodian is unavailable, unwilling, or able to do so.

A-4.1.44 Single Point of Contact (SPOC): Ensures effective communication with deaf or hard-of-hearing customers or companions

A-4.1.45 State Fiscal Year (FY): A continuous twelve (12) calendar month period of time beginning on July 1 of each calendar year and ending on June 30 of each calendar year.

A-4.1.46 Supervisor: A professional who is responsible for the ongoing supervision of a family support specialist or family engagement specialist.

A-4.1.47 Targeted Geographic Service Delivery Area: A HFF service area within a county, multiple counties or a county that has a high incidence of child maltreatment or other risk factors identified by the Provider which may include population demographics, substance abuse, teen pregnancy or poverty.

A-4.1.48 Target Population: All pregnant families and families with newborns who are at risk for adverse health and developmental outcomes, including but not limited to child maltreatment, who live in the service area of a HFF site.

A-4.1.49 Traditional Services: HFF services offered to families who score 13 or more on the HFFAT or are receiving active CPS case management services. Traditional services follow all current HFA standards including minimum of six months on level one.

A-4.1.50 Unable to Locate Referral (UTL): A referral from CI&R in which the family has not been contacted and an initial intake has not been completed. HFF sites are to conduct outreach and a record referral screen for services if the family is contacted. UTL is not considered a positive screen.

A-4.1.51 Verified: When a preponderance of the credible evidence results in a determination that the specific injury, harm or threatened harm was the result of abuse or neglect, this finding is used.

Subcontract Exhibit B Section B-**5.** – **Client Eligibility**, is hereby deleted and the following is inserted in lieu thereof:

B-5 Client Eligibility.

B-5.1. Eligible primary participants are:

B-5.1.1. Clients who sign a Participant Agreement & Rights Form that includes an informed consent statement that the program is voluntary.

B-5.1.2. Clients who score "at risk" on initial risk screen or are referred by the Department, the Department of Juvenile Justice (DJJ), a Community Based Care Agency (CBC), Sheriff CPI or Early Childhood Court (ECC)

B-5.1.3. Expectant parents and parents or caregivers of newborns experiencing stressful life situations.

B-5.1.4. Clients who are at-risk families with children up to three (3) months of age at the time of the initial screen or referral.

B-5.1.5. Clients who live in a targeted geographic service delivery area.

B-5.1.6. Clients who have an open child protective investigation with pending findings of an allegation of child maltreatment.

B-5.1.7. Clients who are referred from the Florida Abuse Hotline

B-5.1.8. Clients who are actively receiving case management/child welfare services.

B-5.1.9. Clients who are actively engaged in Early Childhood Court services.

B-5.1.10. Pursuant to ss. 414.158(2)(a) and (b), F.S., eligible clients funded with Temporary Assistance to Needy Families shall meet the following criteria:

B-5.1.10.1. The family includes a pregnant woman or a parent with one of more minor children or a relative caregiver with one or more minor children; and

B-5.1.10.2. A voluntary assessment using the HFF assessment tool that indicates the family may benefit from services.

B-5.1.11. Pursuant to ss.414.095(2)(a), eligible clients funded with Temporary Assistance to Needy Families shall be a United States Citizen, or qualified non-citizen, as defined in ss.414.095(3), F.S.

B-5.1.12. Clients who receive Hope Florida Navigation services.

Subcontract Exhibit C Section **C-1.1.1.** - **Referrals for HFF Services** is hereby deleted and the following is inserted in lieu thereof:

C-1.1.1 Referrals for HFF Services - Initiate services prenatally and at the birth of the baby (according to HFF policies and procedures). Families living in the targeted areas identified in Exhibit B, Section 3 will be voluntarily screened for potential eligibility. All families with a positive screen for HFF or a referral from specific partners (Department of Children and Families, Community Based Care agencies, Sheriff Child Protective Investigators, Early Childhood Court or Department of Juvenile Justice) shall be offered the opportunity to participate in voluntary services.

C-1.1.1.1. Referrals from CI&R constitute a positive screen and may be from a Prenatal Risk Screen, Infant Screen or other source.

C-1.1.1.2. Referrals from the Department, CBCs, Department of Juvenile Justice and Early Childhood Court are considered positive screens and do not require use of the HFF Record Screen/Referral Form.

C-1.1.1.3. In counties where Sheriffs are local law enforcement child protective investigators, referrals from Sheriffs are considered positive screens and do not require use of the HFF Record Screen/Referral Form.

C-1.1.1.4. The HFF Record Screen/Referral Form will be used prenatally or postnatally for referrals from other agencies, self-referrals and in hospitals where an infant risk screen is not used. The Partner Referral Form will be used by specific partnering agencies (Department of Children and Families, Community Based Care agencies, Sheriff Child Protective Investigators, Early Childhood Court or Department of Juvenile Justice) to refer families to the program and bypass the scoring requirement.

C-1.1.1.5. The Department agrees to promote referrals to HFF by Hope Florida Navigators and the

Hope Florida Line so that high-risk families are offered intensive coaching and support through the evidence based HFF program. These referrals are considered positive screens and do not require use of the HFF Record Screen/Referral Form.

Attachment 3a - Budget and Revenue Summary is hereby deleted in its entirety and replaced with **Attachment 3c** - Request to Revise Budget with Amendment to reflect FY 2023-2024 revisions.

All provisions in the contract and any attachments thereto in conflict with this amendment are changed to conform with this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are made a part of the contract.

In witness thereof, the parties hereto have caused this **9** page Subcontract to be executed by their undersigned officials as duly authorized.

Highlands County, a political subdivision of the State of Florida By Its Board of County Commissioners:

Signed by: _____

Name: Chris Campbell_____

Title: BOCC Chair_____

Date: _____

ATTEST:

_____
Jerome Kaszubowski, Clerk

Provider Fiscal Year Ending Date: Sept 30, 2024_

FEIN #: 59-6000655_

Healthy Families Florida

Signed by: _____

Name: Rebekkah Sheetz_____

Title: Executive Director_____

Date: _____

Ounce of Prevention Fund of Florida

Signed by: _____

Name: Jennifer Ohlsen_____

Title: President/CEO_____

Date: _____

Ounce of Prevention Fund of Florida
Healthy Families Florida
Request to Revise Budget

3c-BUD REV (Amendment)

Funding Period: 7/1/2023 - 6/30/2024
Lead Entity: Highlands County BOCC
Project Name: HF Highlands
Contract # 20-25-42

Date: 10/13/2023

FOR HFF/HFF USE ONLY:
APPROVAL

Categories and Line Items	CURRENT BUDGET					BUDGET CHANGES (+) INCREASES / (-) DECREASES					REVISED BUDGET				
	Total Cost of Program	HFF Grant Amount	Cash Contribution	In-kind Contribution	Other	Total Cost of Program	HFF Grant Amount	Cash Contribution	In-kind Contribution	Other	Total Cost of Program	HFF Grant Amount	Cash Contribution	In-kind Contribution	Other
Direct Expenses															
A. Salaries and Wages															
1 Program Manager (1 FTE)	$61,368.00	$61,368.00	$0.00	$0.00	$0.00	$5,829.00	$5,829.00	$0.00	$0.00	$0.00	$67,197.00	$67,197.00	$0.00	$0.00	$0.00
2 Supervisor (1FTE)	$42,848.00	$42,848.00	$0.00	$0.00	$0.00	$2,785.00	$2,785.00	$0.00	$0.00	$0.00	$45,633.00	$45,633.00	$0.00	$0.00	$0.00
3 Family Support & Engagement Specialist (1 FTE)	$33,447.00	$33,447.00	$0.00	$0.00	$0.00	$861.00	$861.00	$0.00	$0.00	$0.00	$34,308.00	$34,308.00	$0.00	$0.00	$0.00
4 Family Support & Engagement Specialist (1FTE)	$33,447.00	$33,447.00	$0.00	$0.00	$0.00	$1,672.00	$1,672.00	$0.00	$0.00	$0.00	$35,119.00	$35,119.00	$0.00	$0.00	$0.00
5 Family Support & Engagement Specialist (1 FTE)	$33,447.00	$33,447.00	$0.00	$0.00	$0.00	$1,672.00	$1,672.00	$0.00	$0.00	$0.00	$35,119.00	$35,119.00	$0.00	$0.00	$0.00
6 Family Support & Engagement Specialist (1 FTE)	$33,447.00	$33,447.00	$0.00	$0.00	$0.00	$1,672.00	$1,672.00	$0.00	$0.00	$0.00	$35,119.00	$35,119.00	$0.00	$0.00	$0.00
7 Data Entry Clerk (1 FTE)	$33,506.00	$33,006.00	$500.00	$0.00	$0.00	$3,179.00	$3,179.00	$0.00	$0.00	$0.00	$36,685.00	$36,185.00	$500.00	$0.00	$0.00
Subtotal Salaries and Wages	$271,510.00	$271,010.00	$500.00	$0.00	$0.00	$17,670.00	$17,670.00	$0.00	$0.00	$0.00	$289,180.00	$288,680.00	$500.00	$0.00	$0.00
B. Payroll Taxes and Benefits	$108,305.69	$50,990.00	$57,315.69	$0.00	$0.00	$3,792.55	$3,792.55	$0.00	$0.00	$0.00	$112,098.24	$54,782.55	$57,315.69	$0.00	$0.00
C. Program Consultants and Contractual															
1. Background/Fingerprinting/ Screening	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Contracted Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
charges	$8,350.00	$0.00	$8,350.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,350.00	$0.00	$8,350.00	$0.00	$0.00
Subtotal Program Consultants & Contractual	$8,350.00	$0.00	$8,350.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,350.00	$0.00	$8,350.00	$0.00	$0.00
D. Other Consultants and Contractual															
1. Legal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Audit	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Accounting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4. Deaf and Hard of Hearing Services / Interpreting Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Other Consultants and Contractual	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
E. Participant Educational Materials															
1. Safety Items	$700.00	$0.00	$700.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$700.00	$0.00	$700.00	$0.00	$0.00
2. Parent Education Materials	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Participant Educational Materials	$700.00	$0.00	$700.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$700.00	$0.00	$700.00	$0.00	$0.00
F. Consumable Program Supplies	$500.00	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$500.00	$0.00	$500.00	$0.00	$0.00
G. Assistance to Participants															
1. Education/Testing/Job Training Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Transportation	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Participent Inventives	$700.00	$0.00	$700.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$700.00	$0.00	$700.00	$0.00	$0.00
4. Emergency Assistance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5 Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Assistance to Participants	$700.00	$0.00	$700.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$700.00	$0.00	$700.00	$0.00	$0.00
H. Office Expenses															
1. Telephone	$5,426.00	$0.00	$5,426.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,426.00	$0.00	$5,426.00	$0.00	$0.00
2. Utilities	$3,733.80	$0.00	$0.00	$3,733.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,733.80	$0.00	$0.00	$3,733.80	$0.00
3. Postage and Shipping	$300.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300.00	$0.00	$300.00	$0.00	$0.00
4. Supplies	$2,230.00	$0.00	$2,230.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,230.00	$0.00	$2,230.00	$0.00	$0.00
5. Copying	$575.00	$0.00	$575.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$575.00	$0.00	$575.00	$0.00	$0.00
Subtotal Office Expenses	$12,264.80	$0.00	$8,531.00	$3,733.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,264.80	$0.00	$8,531.00	$3,733.80	$0.00
I. Operating Capital Outlay															
1. Machinery & Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Computers & Software	$163.00	$0.00	$163.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$163.00	$0.00	$163.00	$0.00	$0.00
3. Furniture	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Operating Capital Outlay	$163.00	$0.00	$163.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$163.00	$0.00	$163.00	$0.00	$0.00
J. Lease/Rent															
1. Equipment	$1,861.68	$0.00	$1,861.68	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,861.68	$0.00	$1,861.68	$0.00	$0.00
2. Transportation	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Building	$16,692.60	$0.00	$0.00	$16,692.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,692.60	$0.00	$0.00	$16,692.60	$0.00
Subtotal Lease/Rent	$18,554.28	$0.00	$1,861.68	$16,692.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,554.28	$0.00	$1,861.68	$16,692.60	$0.00
K. Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
L. Insurance	$1,645.00	$0.00	$1,645.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,645.00	$0.00	$1,645.00	$0.00	$0.00
M. Staff Travel															
1. Home Visiting Travel Costs	$18,996.00	$0.00	$18,996.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,996.00	$0.00	$18,996.00	$0.00	$0.00
2. Training Travel Costs	$1,000.00	$0.00	$1,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,000.00	$0.00	$1,000.00	$0.00	$0.00
3. Conference (Other) Travel Costs	$382.00	$0.00	$382.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$382.00	$0.00	$382.00	$0.00	$0.00
Subtotal Staff Travel	$20,378.00	$0.00	$20,378.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,378.00	$0.00	$20,378.00	$0.00	$0.00

Categories and Line Items	CURRENT BUDGET					BUDGET CHANGES (+) INCREASES / (-) DECREASES					REVISED BUDGET				
	Total Cost of Program	HFF Grant Amount	Cash Contribution	In-kind Contribution	Other	Total Cost of Program	HFF Grant Amount	Cash Contribution	In-kind Contribution	Other	Total Cost of Program	HFF Grant Amount	Cash Contribution	In-kind Contribution	Other
N. Conference Registration Fees and Staff Training Registration Fees															
1. Conference Registration Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Staff Training Registration Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Registration Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
O. Membership Fees and Subscriptions															
1. HFA Affiliation Fee	$2,850.00	$0.00	$2,850.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,850.00	$0.00	$2,850.00	$0.00	$0.00
2. Membership Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Subscription Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Membership Fees and Subscriptions	$2,850.00	$0.00	$2,850.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,850.00	$0.00	$2,850.00	$0.00	$0.00
P. Advertising	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Q. Outside Printing and Artwork	$250.00	$0.00	$250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$250.00	$0.00	$250.00	$0.00	$0.00
R. Other Allowable Costs															
1. Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Other Allowable Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DIRECT EXPENSES TOTAL	$446,170.77	$322,000.00	$103,744.37	$20,426.40	$0.00	$21,462.55	$21,462.55	$0.00	$0.00	$0.00	$467,633.32	$343,462.55	$103,744.37	$20,426.40	$0.00
Administrative Expenses															
Allocated Management and General Overhead, not to exceed 10% of HFF grant amount	$52,383.00	$0.00	$0.00	$52,383.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,383.00	$0.00	$0.00	$52,383.00	$0.00
GRAND TOTAL (Direct and Administrative Expenses)	$498,553.77	$322,000.00	$103,744.37	$72,809.40	$0.00	$21,462.55	$21,462.55	$0.00	$0.00	$0.00	$520,016.32	$343,462.55	$103,744.37	$72,809.40	$0.00

RESOLUTION NO. 23-24-12

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-009 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 23-24-009 is hereby approved and authorized to appropriate additional State Grant funding for staff salary stabilization in Project 22004 for FY23/24 in the amount of $21,462.55. In addition, the department was awarded $100 from the Ounce of prevention Fund FL which is being appropriated as well. The net fiscal impact is an increase in the amount of $21,562.55.

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 7th day of November, 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/16/2023** SUBMITTED BY: **Cynthia Acevedo**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **5229**

PROJECT(S) #: **22004** PROJECT TITLE(S): **Healthy Families Florida** COST CENTER TITLE(S): **Healthy Families Highlands**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3316901Z**	**US HHS Grant - Other**	**22004**	**241,500.00**	**21,462.55**		**262,962.55**
E	**005**	**5229**	**51200Z**	**Project Regular Salaries**	**22004**	**207,840.00**	**17,670.00**		**225,510.00**
E	**005**	**5229**	**52100Z**	**Project FICA Taxes**	**22004**	**15,901.00**	**3,792.55**		**19,693.55**
R	**005**		**3694000**	**Misc Revenue Reimbursements**		**12,500.00**	**100.00**		**12,600.00**
E	**005**	**5229**	**55200**	**Operating Supplies**		**2,475.00**	**100.00**		**2,575.00**

REASON: **Acceptance of additional grant funding for staff stablizaton and dontation of $100 for operating supplies.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-009**

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

Healthy Families Staff Stabilization Model FY 23-24

Funding Allocation $21,462.55

Staff name	Title	Tenure	Current Salary	Increase
Irene Gaston	Fam. Support/Eng.	2 months	$34,446	$1,672 (5%)
Sandra Valdez	Fam. Support/Eng.	9 months	$34,446	$1,672 (5%)
Kelly Hernandez	Fam. Support/Eng.	10 months	$34,446	$1,672 (5%)
Vacant	Fam. Support/Eng.	n/a	$34,446	$861 (2.5%)
Sally Fernsel	Supervisor	3 yr 10 mo.	$42,848	$2,785 (6.5 %)
Deana Strickland	Program Assistant	15 yr, 9 mo	$34,447	$3,179 (9.5 %)
Cynthia Acevedo	Program Manager	16 yrs	$61,360	$5,829 (9.5%)
			Increase total	$17,670
			Benefit/taxes	$3,792.55
			Grand total	$21,462.55

*The above table reflects the proposed one-time lump sum payments calculated according to individual staff tenure.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
HEALTHY FAMILIES DEPARTMENT
7205 S. George Blvd. Sebring, Florida 33875
Office (863) 402-6628 Fax (863) 402-6625
www.highlandsfl.gov

To: Employee Name

From: Cynthia Acevedo, Healthy Families Program Manager

CC: Ingra Gardner, Community Programs Director

CC: Sherri Bennett, Human Resources Manager

Date: _____

Re: One-time Payment Acknowledgement 2023

The Highlands County Board of County Commissioners is pleased to inform you that a one-time lump sum award has been approved for all staff in the Healthy Families Highlands Division. This is made possible through a staff stabilization funding award received by the County from the State of Florida. The funding award is an additional, non-guaranteed amount of money that may not reoccur in future years, payments will be issued based on individual staff tenure. This one-time payment in the amount of $x,xxx will be issued as compensation in addition to your regular pay amount and will be included within your paycheck dated (INSERT DATE). All other terms and conditions of your employment will remain the same. Please note that all applicable Federal and Social Security tax deductions will apply.

By signing this form, I, _____, acknowledge the receipt of this notice and the fact that the stabilization amount that I am given is in no way to be considered an increase in my hourly rate of pay, nor is receipt of this additional stabilization amount a guarantee or other indication of future similar amounts. Furthermore, I understand and agree to the conditions set forth herein.

_____
Employee Signature

_____
Employee Printed Name

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

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

SUBJECT/TITLE: **Request approval of Budget Amendment 22-23-154 to realign unused funds from Road Construction Projects.**

STATEMENT OF ISSUE

This Budget Amendment is requesting to realign unused funds in the amount of $57,965.60 from completed Road Construction Projects. The funds will be used to continue constructing Jack Weisser Blvd Project #22082. This roadway was submitted multiple times over a few years for FDOT SCOP Grant funding, but with no success. It is now being completed with budgeted funds by County personnel.

RECOMMENDED ACTION

Move to adopt Budget Amendment 22-23-154 to realign unused funds from Road Construction Projects.

FISCAL IMPACT

No additional fiscal impact. The funds of $57,965.60 are merely being realigned from Project #22074 and #22075 (4102A 56301Z).

Attachments: 22-23-154 Realign Funds Rd Reconstruct Projects (BA).pdf

REVIEWED
O.M.B DEPARTMENT
October 25, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/23/2023**

SUBMITTED BY: **Jonathan Harrison**

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

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

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	4102A	56301Z	Project Capital Infrastructure	22059	363,562.99		40,085.55	323,477.44
E	151	4102A	56301Z	Project Capital Infrastructure	22074	81,500.00		17,880.05	63,619.95
E	151	4102A	56301Z	Project Capital Infrastructure	22075	83,500.00	14,141.04		97,641.04
E	151	4102A	56301Z	Project Capital Infrastructure	22082	75,000.00	43,824.56		118,824.56
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Realign unused funds to complete existing projects and reconstruct additional roadways.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 22-23-154

ACTION:
Board ____ Approved ____ Denied
County Administrator ____ Approved ____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-154

FUND(S)	FUND TITLE(S)
151	Infrastructure Surtax

COST CTR(S)	COST CENTER TITLE(S)
4102A	Transportation Projects

FND	CST CTR	PROJ #	PROJECT TITLE
151	4102A	22059	Morgan Path
151	4102A	22074	N West Shore Drive
151	4102A	22075	N Larramore Road
151	4102A	22082	Jack Weisser Blvd

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

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

SUBJECT/TITLE: **Request adoption of Resolution 23-24-16 for Budget Amendment 23-24-011 to transfer the available balance in Fund 172 (Sun 'n Lakes 1-20 Improvement Trust) to Project #22082 in Fund 151 (infrastructure Surtax).**

STATEMENT OF ISSUE

In 2001, the County received funds from the Division of Florida Land Sales, Condominiums and Mobile Homes pursuant to an Improvement Trust Agreement with Highland County Title and Warranty Land Company. The funds are specially to be used for drainage and paved streets within Sun 'n Lake Estates, Lake Placid. Road & Bridge will be using these funds for Jack Weisser Blvd in Sun 'n Lake Estates, project #22082.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-16 for Budget Amendment 23-24-011 to transfer the available balance in Fund 172 (Sun 'n Lakes 1-20 Improvement Trust) to Project #22082 in Fund 151 (Infrastructure Surtax).

FISCAL IMPACT

The fiscal impact is an increase to Fund 151, project #22082 in the amount of $62,730.38.

Attachments: 23-24-011R SNL 1-20 Imp Tr Xfer to Proj 22082 Jack Weisser Blvd (Resolution).pdf
23-24-011 SNL 1-20 Imp Tr Xfer to Proj 22082 Jack Weisser Blvd (BA).pdf

RESOLUTION NO. 23-24-16

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-011 TO THE INFRASTRUCTURE SURTAX AND SUN 'N LAKES 1-20 IMP TRUST 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 Infrastructure Surtax and Sun 'N Lakes 1-20 Imp Trust 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 23-24-011 is hereby approved and authorized to transfer the available balance in Fund 172 (Sun 'N Lakes 1-20 Imp Trust) to Project #22082 in Fund 151 (Infrastructure Surtax) for FY23/24. The fiscal impact is an increase in the amount of $62,730.38 to Fund 151.

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 7th day of November, 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

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

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/24/2023** SUBMITTED BY: **OMB**

FUND(S): **151, 172** FUND TITLE(S): **Infrastructure Surtax, Imp Trust** Sun 'N Lakes 1-20 COST CENTER(S) #: **7962; 4102A**

PROJECT(S) #: **22082** PROJECT TITLE(S): **Jack Weisser Blvd** COST CENTER TITLE(S): **Sun N Lks 1-20 Imp Trst; Transporation Projects**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	172		3999100	Fund Balance Brought Forward		61,250.00	230.38		61,480.38
E	172	7962	53400	Contractual Services		62,500.00	230.38		62,730.38
									0.00
E	172	7962	53400	Contractual Services		62,730.38		62,730.38	0.00
E	172	7962	59010	Transfers Out		0.00	62,730.38		62,730.38
									0.00
R	151		3810000Z	Project Interfund Transfer	22082	0.00	62,730.38		62,730.38
E	151	4102A	56301Z	Project Capital Infrastructure	22082	75,000.00	62,730.38		137,730.38

REASON: **To transfer remaining funds in Fund 172 to road construction Project 22082 (Jack Weisser Blvd).**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-011**

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

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 17, 2023

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

SUBJECT/TITLE: **Request authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located 7264 Virtudes Street, Sebring, Florida 33872.**

STATEMENT OF ISSUE

The purpose of the Corrective County Deed is to release any and all reservations or rights to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, by virtue of Florida Statutes, Section 270.11, in and to the real property located at 7264 Virtudes Street, Sebring, Florida 33872, for which ownership was originally transferred under that County Deed recorded in Official Record Book 2920, Page 846, of the public records of Highlands County, Florida.

This Corrective County Deed was requested by the title company as part of a subsequent sale of the property. The chain of title showed a very old transfer of mineral rights on the property that statutorily transferred to the County unless released. This property was originally sold by the County after it had taken ownership by Tax Deed and there was no intention that mineral, or any other subsurface rights would be reserved.

RECOMMENDED ACTION

Move to approve authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located 7264 Virtudes Street, Sebring, Florida 33872.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Corrective_County_Deed.ML Capital 7264.SGS.pdf

Prepared By:
Sherry G. Sutphen, County Attorney
Highlands County
600 South Commerce Ave.
Sebring, FL 33870
(863) 402-6501

Return To:
Donna Howerton
Southridge Abstract & Title Co.
211 S. Ridgewood Drive
Sebring, FL 33870

CORRECTIVE COUNTY DEED[1]

THIS CORRECTIVE COUNTY DEED, made by Highlands County, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter "Grantor", and ML Capital, LLC., whose mailing address is 7512 Dr. Phillips Blvd. Ste 50-244, Orlando, Florida 32819, hereinafter "Grantee". (Wherever used herein the terms "Grantor" and "Grantee" shall include all heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, the Grantor, for and in consideration of the sum of $10.00, in hand paid to said Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to said Grantee forever, all the right, title, interest and claim which said Grantor has to the following described lot, piece or parcel of land, situate, lying and being in the County of Highlands, State of Florida, to wit:

LOT 11, BLOCK 636, SUN N LAKE ESTATES OF SEBRING UNIT 10 REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15 PAGE 62, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA. PARCEL # C-04-34-28-102-6360-0110

TOGETHER with all tenements, hereditaments and appurtenances thereto and releasing any and all right and/or reservation of any kind to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, in and to the real property described herein, by virtue of Florida Statutes, Section 270.11.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed this ___day of _____, 2023, in its name by the Chairman of the Board of County Commissioners.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

[1] This Corrective County Deed is being recorded for the sole purpose of releasing any and all reservations or rights to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, by virtue of Florida Statutes, Section 270.11, in and to the real property described herein for which ownership was transferred under that County Deed recorded in Official Record Book 2920, Page 846, of the public records of Highlands County, Florida.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER:	**Sherry G. Sutphen, County Attorney**
SUBJECT/TITLE:	**Request authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located 6926 Virtudes Street, Sebring, Florida 33872.**

STATEMENT OF ISSUE

The purpose of the Corrective County Deed is to release any and all reservations or rights to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, by virtue of Florida Statutes, Section 270.11, in and to the real property located at 6926 Virtudes Street, Sebring, Florida 33872, for which ownership was originally transferred under that County Deed recorded in Official Record Book 2920, Page 829, of the public records of Highlands County, Florida.

This Corrective County Deed was requested by the title company as part of a subsequent sale of the property. The chain of title showed a very old transfer of mineral rights on the property that statutorily transferred to the County unless released. This property was originally sold by the County after it had taken ownership by Tax Deed and there was no intention that mineral, or any other subsurface rights would be reserved.

RECOMMENDED ACTION

Move to approve authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located 6926 Virtudes Street, Sebring, Florida 33872.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Corrective_County_Deed.ML Capital 6926.SGS.pdf

Prepared By:
Sherry G. Sutphen, County Attorney
Highlands County
600 South Commerce Ave.
Sebring, FL 33870
(863) 402-6501

Return To:
Donna Howerton
Southridge Abstract & Title Co.
211 S. Ridgewood Drive
Sebring, FL 33870

CORRECTIVE COUNTY DEED[1]

THIS CORRECTIVE COUNTY DEED, made by Highlands County, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter "Grantor", and ML Capital, LLC., whose mailing address is 7512 Dr. Phillips Blvd. Ste 50-244, Orlando, Florida 32819, hereinafter "Grantee". (Wherever used herein the terms "Grantor" and "Grantee" shall include all heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, the Grantor, for and in consideration of the sum of $10.00, in hand paid to said Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to said Grantee forever, all the right, title, interest and claim which said Grantor has to the following described lot, piece or parcel of land, situate, lying and being in the County of Highlands, State of Florida, to wit:

LOT 37 BLOCK 182, SUN N LAKE ESTATES OF SEBRING UNIT 10,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9
PAGE 60, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.
PARCEL # C-04-34-28-100-1820-0370

TOGETHER with all tenements, hereditaments and appurtenances thereto and releasing any and all right and/or reservation of any kind to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, in and to the real property described herein, by virtue of Florida Statutes, Section 270.11.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed this ___day of _____, 2023, in its name by the Chairman of the Board of County Commissioners.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

[1] This Corrective County Deed is being recorded for the sole purpose of releasing any and all reservations or rights to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, by virtue of Florida Statutes, Section 270.11, in and to the real property described herein for which ownership was transferred under that County Deed recorded in Official Record Book 2920, Page 829, of the public records of Highlands County, Florida.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

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

SUBJECT/TITLE: **Request authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located 7000 Virtudes Street, Sebring, Florida 33872.**

STATEMENT OF ISSUE

The purpose of the Corrective County Deed is to release any and all reservations or rights to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, by virtue of Florida Statutes, Section 270.11, in and to the real property located at 7000 Virtudes Street, Sebring, Florida 33872, for which ownership was originally transferred under that County Deed recorded in Official Record Book 2920, Page 828, of the public records of Highlands County, Florida.

This Corrective County Deed was requested by the title company as part of a subsequent sale of the property. The chain of title showed a very old transfer of mineral rights on the property that statutorily transferred to the County unless released. This property was originally sold by the County after it had taken ownership by Tax Deed and there was no intention that mineral, or any other subsurface rights would be reserved.

RECOMMENDED ACTION

Move to approve authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located 7000 Virtudes Street, Sebring, Florida 33872.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Corrective_County_Deed.ML Capital 7000.SGS.pdf

Prepared By:
Sherry G. Sutphen, County Attorney
Highlands County
600 South Commerce Ave.
Sebring, FL 33870
(863) 402-6501

Return To:
Donna Howerton
Southridge Abstract & Title Co.
211 S. Ridgewood Drive
Sebring, FL 33870

CORRECTIVE COUNTY DEED[1]

THIS CORRECTIVE COUNTY DEED, made by Highlands County, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter "Grantor", and ML Capital, LLC., whose mailing address is 7512 Dr. Phillips Blvd. Ste 50-244, Orlando, Florida 32819, hereinafter "Grantee". (Wherever used herein the terms "Grantor" and "Grantee" shall include all heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, the Grantor, for and in consideration of the sum of $10.00, in hand paid to said Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to said Grantee forever, all the right, title, interest and claim which said Grantor has to the following described lot, piece or parcel of land, situate, lying and being in the County of Highlands, State of Florida, to wit:

LOT 36 BLOCK 182, SUN N LAKE ESTATES OF SEBRING UNIT 10,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9
PAGE 60, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.
PARCEL # C-04-34-28-100-1820-0360

TOGETHER with all tenements, hereditaments and appurtenances thereto and releasing any and all right and/or reservation of any kind to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, in and to the real property described herein, by virtue of Florida Statutes, Section 270.11.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed this ___day of _____, 2023, in its name by the Chairman of the Board of County Commissioners.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

[1] This Corrective County Deed is being recorded for the sole purpose of releasing any and all reservations or rights to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, by virtue of Florida Statutes, Section 270.11, in and to the real property described herein for which ownership was transferred under that County Deed recorded in Official Record Book 2920, Page 828, of the public records of Highlands County, Florida.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

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

SUBJECT/TITLE: **Request authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located 7008 Virtudes Street, Sebring, Florida 33872.**

STATEMENT OF ISSUE

The purpose of the Corrective County Deed is to release any and all reservations or rights to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, by virtue of Florida Statutes, Section 270.11, in and to the real property located at 7000 Virtudes Street, Sebring, Florida 33872, for which ownership was originally transferred under that County Deed recorded in Official Record Book 2920, Page 827, of the public records of Highlands County, Florida.

This Corrective County Deed was requested by the title company as part of a subsequent sale of the property. The chain of title showed a very old transfer of mineral rights on the property that statutorily transferred to the County unless released. This property was originally sold by the County after it had taken ownership by Tax Deed and there was no intention that mineral, or any other subsurface rights would be reserved.

RECOMMENDED ACTION

Move to approve authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located 7008 Virtudes Street, Sebring, Florida 33872.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Corrective_County_Deed.ML Capital 7008.SGS.pdf

Prepared By:
Sherry G. Sutphen, County Attorney
Highlands County
600 South Commerce Ave.
Sebring, FL 33870
(863) 402-6501

Return To:
Donna Howerton
Southridge Abstract & Title Co.
211 S. Ridgewood Drive
Sebring, FL 33870

CORRECTIVE COUNTY DEED[1]

THIS CORRECTIVE COUNTY DEED, made by Highlands County, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter "Grantor", and ML Capital, LLC., whose mailing address is 7512 Dr. Phillips Blvd. Ste 50-244, Orlando, Florida 32819, hereinafter "Grantee". (Wherever used herein the terms "Grantor" and "Grantee" shall include all heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, the Grantor, for and in consideration of the sum of $10.00, in hand paid to said Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to said Grantee forever, all the right, title, interest and claim which said Grantor has to the following described lot, piece or parcel of land, situate, lying and being in the County of Highlands, State of Florida, to wit:

LOT 35 BLOCK 182, SUN N LAKE ESTATES OF SEBRING UNIT 10,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9
PAGE 60, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.
PARCEL # C-04-34-28-100-1820-0350

TOGETHER with all tenements, hereditaments and appurtenances thereto and releasing any and all right and/or reservation of any kind to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, in and to the real property described herein, by virtue of Florida Statutes, Section 270.11.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed this ___day of _____, 2023, in its name by the Chairman of the Board of County Commissioners.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

[1] This Corrective County Deed is being recorded for the sole purpose of releasing any and all reservations or rights to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, by virtue of Florida Statutes, Section 270.11, in and to the real property described herein for which ownership was transferred under that County Deed recorded in Official Record Book 2920, Page 827, of the public records of Highlands County, Florida.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER:	**Corey Amundsen, Emergency Management Manager**
SUBJECT/TITLE:	**Request approval of Resolution 23-24-14 approving the Division of Emergency Management Statewide Mutual Aid Agreement.**

STATEMENT OF ISSUE

Division of Emergency Management Statewide Mutual Aid Agreement is an annual agreement to ensure if a disaster affects us, we as a county can get the resources we need. This is an updated agreement sent by the State was approved earlier this year.

RECOMMENDED ACTION

Move to approve Resolution 23-24-14 approving the Division of Emergency Management Statewide Mutual Aid Agreement.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Res. 23-24-14.Statewide Mutual Aid Agreement_2.SGS.pdf

RESOLUTION NO. 23-24-14

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO STATEWIDE MUTUAL AID AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR RESOLUTION; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Emergency Management Act, Florida Statutes, Chapter 252, authorizes the State and it's political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, Florida law also authorizes the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it's political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, on June 6, 2023, the County adopted Resolution No.: 22-23-101, approving the State of Florida Mutual Aid Agreement; however, the State of Florida Division of Emergency Management recently provided an updated Agreement; and

WHEREAS, the County has determined that it is in the best interest of the citizens of Highlands County to authorize the updated Agreement for requesting, providing, and receiving interjurisdictional mutual assistance in accordance with the Emergency Management Act, Florida Statutes, Chapter 252.

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. **Repeal of Prior Resolution.** Resolution No. 22-23-101 is hereby repealed in its entirety and the Agreement approved thereby is hereby revoked.

SECTION 3. **Approval of Agreement and Authorization to Execute.** The Statewide Mutual Aid Agreement with the Florida Division of Emergency Management,

for interjurisdictional mutual assistance in accordnace with the Emergency Management Act, Florida Statutes, Chapter 252, attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson, or Vice-Chairperson, is authorized to execute the same on behalf of the County.

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 Florida Division of Emergency Management Agreement for interjurisdictional mutual assistance in accordnace with the Emergency Management Act, Florida Statutes, Chapter 252, approved hereby, 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 upon adoption.

PASSED AND ADOPTED this 7th day of November, 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Exhibit “A”
Florida Division of Emergency ManagementStatewide Mutual Aid Agreement 2023-2024

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Florida Division of Emergency Management.

C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.

D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.

E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.

F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.

G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes.*

H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.

I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.

K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.

L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.

M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.

N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.

O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.

P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site[1].

A. A description of the Mission to be performed by the Assisting Party;

B. A description of the resources and capabilities needed to complete the Mission successfully;

C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;

D. A description of the health, safety, and working conditions expected for deploying personnel;

E. Lodging and meal availability;

F. Any logistical requirements;

G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;

H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

[1] FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D

A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;

E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and

F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.

B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the Division approved documents SharePoint site as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;

B. Copy of a current and valid Internal Revenue Service W-9 Form;

C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;

D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);

E. Official payroll and travel reimbursement records for all claimed personnel expenses;

F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;

G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;

H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance

I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);

J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;

K. Justification for equipment repair expenses; and

L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.

B. Any Participating Party that elects additional insurance affording liability coverage for any be provided to each Participating Party. activities that may be performed under the authority of this Agreement shall

C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.

E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,

regardless of whether such costs are billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.

F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

By: _____

Clerk or Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, STATE OF
FLORIDA

By: _____

Chris Campbell, Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on_____.

BY: _____

TITLE: _____

DATE: _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER:	**Tanya Cannady, Business Service Director** **Rosa Morales, Budget Analyst II / NAV**
SUBJECT/TITLE:	**Request approval of Fire Assessment Fee Study Agreement with Government Services Group, Inc and request adoption of Resolution 23-24-17 for Budget Amendment 23-24-013.**

STATEMENT OF ISSUE

The requested Fire Assessment Fee Study will review our current assessment methodology and a thorough analysis of the fire data will be conducted. Government Services Group, Inc. conducted the first and only Fire Assessment study in 2017, one year before implementation.

RECOMMENDED ACTION

Move to approve the Fire Assessment Fee Study Agreement with Government Services Group, Inc and move to adopt Resolution 23-24-17 for Budget Amendment 22-23-013.

FISCAL IMPACT

The Fiscal Impact for FY 23-24 is an increase to Fund 181 (Fire Assessment) in the amount of $61,510.00 which will be funded by appropriating additional Fund Balance Brought Forward (3999100) and setting up funding in Professional Services (53100) for the Fire Assessment Fee Study.

Attachments: 23-24-013 FIre Assessment Fee Study (BA).pdf
23-24-013R FIre Assessment Fee Study (Resolution).pdf
Highlands County and GSG signed Agreement.pdf

REVIEWED
O.M.B DEPARTMENT
October 31, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/25/2023** SUBMITTED BY: **OMB**

FUND(S): **181** FUND TITLE(S): **Fire Assessment** COST CENTER(S) #: **3217**

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

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**181**		**3999100**	**Fund Balance Brought Forward**		**111,698.00**	**61,510.00**		**173,208.00**
E	**181**	**3217**	**53100**	**Professional Services**		**104,104.00**	**61,510.00**		**165,614.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate aadditional Fund Balance Brought Forward to fund a Fire Assessment Fee Study.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-013**

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

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 08/05/2020

RESOLUTION NO. 23-24-17

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-013 TO THE FIRE ASSESSMENT 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 Fire Assessment 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 23-24-013 is hereby approved and authorized to appropriate Fund Balance Brought Forward to conduct a Fire Assessment Fee Study for FY23/24. The net fiscal impact is an increase in the amount of $61,510.00.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 8. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 7th day of November, 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

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 GOVERNMENT SERVICES GROUP, INC., 1500 Mahan Drive, Tallahassee, Florida 32308, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has determined that it is in its best interest to utilize the Management Consulting Services Agreement between the State of Florida and the CONTRACTOR, dated March 1, 2021, attached hereto as **Exhibit "A"**, and made a binding part hereof by this reference, hereinafter referred to as "Cooperative Contract" which was competitively solicited for and negotiated by the State of Florida through RFP No. 06-80101500-J; and,

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

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

SECTION 1. TERM.

The term of this Agreement shall extend from the date of execution by the COUNTY through February 29, 2024, and upon mutual agreement by the parties, may be extended for a term not to exceed one additional period of three (3) years.

SECTION 2. SERVICES AND PRICING.

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

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the 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 with copy by electronic mail:

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:	Government Services Group, Inc. 1500 Mahan Drive Tallahassee, Florida 32308

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

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

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The 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 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the 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 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. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. SOVEREIGN IMMUNITY.

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

SECTION 13. 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 three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the 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 its findings in this audit without regard to the termination provision set forth herein.

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

COUNTY: GLORIA RYBINSKI
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

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

1. Keep and maintain public records required by the COUNTY for the scope of this Agreement.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of this contract, transfer, at no cost, to the COUNTY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the COUNTY. If the CONTRACTOR transfers all public records to the COUNTY upon completion of this 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, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

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.

SECTION 16. TERMINATION.

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

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

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.

SECTION 18. ELECTRONIC SIGNATURE.

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

(Signatures on the following page)

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

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONTRACTOR

_____

Print: Robert E. Sheets

Title: Executive Vice President

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Robert E. Sheets, as Executive Vice President, of Government Services Group, Inc., 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 31st day of October, 2023.

(stamp)

_____
NOTARY PUBLIC

TAMMY PETERS
Commission # HH 126488
Expires August 31, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit "A"
Cooperative Contract
between the State of Florida and Government Group Services, Inc.

DocuSign Envelope ID: 911FF128-3707-4ACA-971D-DEB9AF9F6A7C

State Term Contract 80101500-20-1
For
Management Consulting Services

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **GOVERNMENT SERVICES GROUP, INC.** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions. 3 yr term

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

a) Special Contract Conditions, Contract Attachment B
b) Vendor's submitted Cost Proposal, Contract Attachment A
c) Customer Contract or Purchase Order(s)
d) Vendor's submitted Technical Proposal, Contract Attachment C
e) Authorized Services List, Contract Attachment D
f) Contractor Information Form, Contract Attachment E
g) No Offshoring, Contract Attachment F
h) Subcontracting, Contract Attachment G

IV. Statement of Work.

a) Scope of Services.
The Contractor will provide Management Consulting Services (MCS). This includes the

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provision of expert advice, assistance, guidance, or counseling in support of Customer's mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Management Consulting Services State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Statement of Work).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

   - Providing executive-level consultation services to the Customer
   - Providing senior-level interface with the Customer and managing daily operations
   - Ensuring the timely performance and completion of all obligations under the PO
   - Organizing and directing the overall performance of the Customer PO
   - Possessing the authority to make binding decisions on behalf of the Contractor
   - Formulating organizational strategy and directing major strategic initiatives
   - Ensuring that goals and objectives are accomplished within budgetary parameters
   - Developing and maintaining Customer relationships
   - Assisting on large, complex or multi-discipline engagements

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- Allocating financial and human resources and material assets
- Formulating and enforcing work standards
- Participating in the design phase of tasks and ensuring their successful execution

2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

   - Managing the day-to-day operations
   - Ensuring the quality and timely completion of projects or services
   - Providing technical and subject matter expertise in fulfillment of Customer SOWs
   - Participating as a senior team member providing high-level consulting services
   - Planning, organizing, and executing tasks in successful delivery of projects or services
   - Developing and defining strategic visions
   - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
   - Providing Customer interface in fulfillment of Customer SOWs
   - Possessing authority and responsibility for the execution of Customer SOWs
   - Planning, organizing, and overseeing all subordinate work efforts
   - Ensuring quality standards and work performance on Customer SOWs
   - Organizing, directing, and managing support services

3. *Consultant:* A minimum of five (5) years' experience in duties associated with MCS is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:

   - Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
   - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
   - Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
   - Applying a broad set of management skills and technical expertise as a project leader
   - Providing solutions through analysis
   - Directing subordinates in the completion of tasks orders
   - Organizing, directing, and managing support services
   - Assigning tasks and overseeing projects or other services under the Customer SOWs
   - Directing activities in fulfillment of Customer SOWs
   - Training Customer personnel through formal classroom courses, workshops. or seminars

4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

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- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.
The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing consultative support, including drafting studies, analyses, and reports to Federal or State of Florida entities.
- Knowledge of Federal and state grant requirements, including laws, rules, and regulations.

e) Services.
The services the Contractor, through its personnel, may provide include:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.

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- Assistance with process and productivity improvement.
- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing MCS services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Management Consulting Services State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terns of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.
Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing

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will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services State Term Contract that are authorized to provide the type of services being requested.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Management Consulting Services State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.
Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	$250

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Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	$100

For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.
The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.
The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.
The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

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Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.
Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.
Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.
Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

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The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.
The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.
Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.
The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.
Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:
Christia Nunnery
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.8X
Tallahassee, Florida 32399-0950

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Telephone: (850) 488-8367
Email: Christia.Nunnery@dms.myflorida.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

GOVERNMENT SERVICES GROUP, INC.	**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**
DocuSigned by: David G. Jahosky 783278DBE03541...	DocuSigned by: Tami Fillyaw 991459A21104A3...
David G. Jahosky	**Tami Fillyaw**
Vice President	**Chief of Staff**
2/17/2021 | 1:53 PM EST	2/18/2021 | 4:53 PM EST
Date:	**Date:**

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Contract Attachment A: Cost Proposal
Request For Proposals
No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits

Respondent Name	Government Services Group, Inc.

INSTRUCTIONS
The Respondent may respond to one or both Service Categories. **The Respondent is not required to respond to both Service Categories.** However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. **The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services.** The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts cannot include fractions of cents (e.g. $0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 1: Management Consulting Services		
JOB TITLE	INITIAL TERM HOURLY RATE	RENEWAL TERM HOURLY RATE
Principal Consultant	$250.00	$265.00
Senior Consultant	$185.00	$195.00
Consultant	$150.00	$160.00
Junior Consultant	$115.00	$120.00
Program and Administrative Support	$35.00	$40.00

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Contract Attachment B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency 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 Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

Government Services Group, Inc. has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 80101500-20-1 for Management Consulting Services, Section IV. e) Services:

- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

DocuSign Envelope ID: 911FF128-3707-4ACA-971D-DEB9AF9F6A7C

Department of MANAGEMENT SERVICES
Division of State Purchasing

Contractor Information Form

Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

Contract Name:	Management Consulting Services
Contract Number:	80101500-20-1
Contractor Name:	Government Services Group, Inc.
FEIN:	59-3419105 *** * * MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION * * ***
Website:	www.WeServeGovernments.com

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	David G. Jahosky			
Email:	djahosky@govserv.com			
Phone:	850-681-3717	ext.		
Address:	1500 Mahan Drive, Suite 250			
City:	Tallahassee			
State:	FL			
ZIP:	32308	**+4:**		

Contract Administrator

Contact for escalated customer needs.

Name:	David G. Jahosky			
Email:	djahosky@govserv.com			
Phone:	850-681-3717	ext.		
Address:	1500 Mahan Drive, Suite 250			
City:	Tallahassee			
State:	FL			
ZIP:	32308	**+4:**		

If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.

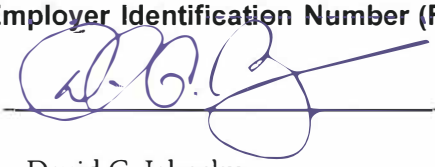
DocuSign Envelope ID: 911FF128-3707-4ACA-971D-DEB9AF9F6A7C

Contract Attachment F
No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name: GOVERNMENT SERVICES GROUP, INC.

Respondent Federal Employer Identification Number (FEIN #): 59-3419105

Authorized Signature: 

Print Name: David G. Jahosky

Title: Managing Director

Date: 4 MAY 2020

DocuSign Envelope ID: 911FF128-3707-4ACA-971D-DEB9AF9F6A7C

Contract Attachment G
Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity certification of woman-, veteran, or minority-owned small business enterprise	Yes _____	No _____
W-9 verification:	Yes _____	No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.

_____

_____

_____

_____

GOVERNMENT SERVICES GROUP, INC.
An Anser Advisory Company

Highlands County
Government Services Group, Inc. (GSG)
Fire Assessment Fee Study Update

SCOPE OF SERVICES

PHASE 1 – DEVELOPMENT OF UPDATED FIRE ASSESSMENT PROGRAM

Task 1: **Project Initiation** GSG will meet with County staff via Zoom to ensure complete understanding as to the engagement's objectives and required time frame. All parties will agree as to the proper course of events and tasks to be accomplished. GSG will then provide the County with a detailed Critical Events schedule that identifies pertinent deliverables along with a project timeline for completion.

Task 2: **Review Data and Research Current Highlands County Fire Rescue Funding Mechanism** GSG will collect data and information including all project descriptions, fire call incident data, fire service delivery information, property appraiser data, plans for service and facility demands, current and future budget information, financial forecasts, capital improvements plan and any other information that is pertinent to the provision of fire services or facilities in the County. A thorough analysis of the information obtained will be conducted by GSG so that a complete understanding of the underlying facts and assumptions pertinent to methodology alternatives can be developed. These include:

2.1 Evaluation of the existing County legal documents creating and funding the County's fire rescue services will be conducted.

2.2 Evaluation of the ad valorem tax roll for the County's Fire and EMS coverage area.

2.3 Evaluation of the County's non-ad valorem special assessment roll.

Develop Initial Assessment Database Using the Property Appraiser's ad valorem tax roll data, the County's non-ad valorem special assessment roll and other pertinent information provided by the County, GSG will conduct a thorough analysis of all of the parcels and buildings located in the County. GSG will then

Corporate Headquarters
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206
Toll-Free 866-896-4747

Longwood Office
280 Wekiva Springs Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779
T 407-629-6900 | F 407-629-6963

develop an initial database of all parcels that benefit from the fire services provided by the County.

2.4 Evaluation of the County's National Fire Incident Reporting System (NFIRS) fire reporting data and its correlation to the fixed property uses within the tax and special assessment roll.

Detailed Fire Call Data Analysis GSG will Obtain and analyze one to three years worth of the County's fire call data through the utilization and application of various computer aided dispatch and Fire Records Management System reports. We will conduct a thorough review and evaluation of the County's fire call data to identify and determine anomalies and trends within the call data and rendered fire services.

2.5 Research, identify and evaluate outstanding funding issues that need to be addressed during the reevaluation of the County's funding options and apportionment methodology.

Review and Evaluate Outstanding Issues GSG will work with the County to identify and address any outstanding and/or potential policy decisions necessary in updating the County's fire rescue assessment program.

2.6 Provide assistance to the County in identifying information including direct and indirect costs and identify service delivery issues that may affect the apportionment methodology.

Identify Full Costs of Service GSG will evaluate the full cost of the provision of fire services and facilities using the County's most current financial information and identify service delivery issues which may affect the apportionment methodology. GSG will develop revenue requirements for a five-year period beginning with Fiscal Year 2023-24.

Task 3: **Determine Preliminary Revenue Requirements** GSG will identify alternative sources of revenue to fund fire rescue services costs and determine the total assessment revenue requirements to ensure the County recovers the costs of: (a) net revenue requirements, (b) implementing the program and (c) collecting the assessments.

Task 4: **Develop Preliminary Assessment Methodology** GSG will develop a preliminary methodology based on the preliminary analysis and benefited properties. GSG will review the assessment methodology for legal sufficiency and compatibility with the tax bill collection method. We will ensure that the data approach used is the data needed for recurring inclusion on future unified tax bills.

Task 5: **Create Preliminary Assessment Database** Using the initial database, GSG will apply the characteristics to be used in the assessment methodology and create a preliminary assessment database of all affected parcels. The preliminary assessment database will be used to create the Fiscal Year 2024-25 fire rescue assessment roll that will be certified to the Tax Collector for inclusion on the November 2024 tax bills.

Task 6: **Calculate Proforma Assessment Rates** Using the developed preliminary assessment roll, GSG will calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program. GSG can provide unlimited rate scenarios as requested by the County. GSG can also prepare a parcel specific listing of the impact of the proforma assessment rates (and alternative funding option rates) on every property owner within the County. GSG can also prepare

reports with the “Top 100” property owners and their assessments based on various scenarios.

Task 7: **Test Data Validity and Legal Sufficiency of Apportionment Methodology** GSG will apply the special assessment apportionment methodology to the preliminary assessment roll database to test the data validity and legal sufficiency of the apportionment methodology. We will revise the apportionment methodology as necessary.

Task 8: **Prepare and Present Assessment Report** GSG will prepare a draft Assessment Report and provide the draft Assessment Report to County staff for review and input. The draft Assessment Report will identify the apportionment methodology, benefitted properties, and proforma assessment rates. It will also include a five-year financial cost analysis, revenue generation options and the steps necessary for implementing the updated fire assessment program, as well as a timetable for implementation commencing Fiscal Year 2024-25 and collection on the November 2024 tax bill. GSG will incorporate any comments from County staff and prepare the Final Assessment Report. GSG will then present the Final Assessment Report to the Board of County Commissioners.

PHASE 2 – IMPLEMENTATION

Task 9: **Advise and Assist with Implementing Policy Documents** On an as needed basis, GSG will assist the County attorney with documents necessary to implement the County’s policy decisions and updated methodology for collection using the uninform method of collection.

Task 10: **Assist with Rate Adoption Process** If desired, we will advise and assist with fulfilling the legal requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes.

Task 11: **Create Interim Assessment Rate Schedule** If desired, using the final fire assessment rates adopted for Fiscal Year 2024-25, GSG will create an interim assessment rate schedule for the County to use when collecting partial year fire assessments at the time of issuing certificates of occupancy.

EXPECTATION FOR INVOLVEMENT OF COUNTY STAFF

Our response is based on the assumption that the County will be an active participant in collecting and providing the necessary information required to develop the assessment methodology. This special assessment program will utilize the Highlands County Property Appraiser’s ad valorem tax roll information for properties within the assessment area, the County’s current assessment roll, and the list of incidents included in the County’s fire incident data.

The County will be responsible for conducting fieldwork for missing and/or incomplete ad valorem tax roll information and call incident information. Usually, missing tax roll information includes data related to building uses or institutional tax-exempt properties such as government buildings, churches, and school properties. GSG will assist the County in determining the appropriate means and method for ascertaining and acquiring the required information.

GSG also expects County staff to provide timely direction regarding the resolution of issues or assistance in obtaining additional data.

DELIVERABLES SCHEDULE

Event	Schedule
Notice to Proceed	October 2023
Kick-off Meeting/Data Collection	November – December 2023
Data Review and Analysis	December 2023 -- January 2024
Develop Preliminary Revenue Requirements	December 2023 -- February 2024
Develop Preliminary Assessment Database	January -- March 2024
Update Apportionment Methodology	February – April 2024
Calculate Pro-Forma Assessment Rates	March – April 2024
Draft Report	April -- May 2024
Workshop on Updated Methodology	April -- May 2024
Deliver Final Assessment Memorandum	May -- June 2024
Adopt Amended Ordinance, if necessary	May – July 2024
Adopt Initial Assessment Resolution	June – July 2024
Publish and Mailed Notice	July – August 2024
Adopt Final Assessment Resolution	July – September 2024
County to Certify Fire Assessment Roll to Tax Collector	by September 15, 2024
Create Interim Assessment Rate Schedule	September 2024

FEES & COSTS

For the professional services and specialized assistance described in this Scope of Services, GSG will work under a lump sum fee arrangement of $54,815 for Phase 1 and $6,695 for Phase 2. Except as noted below, the fee includes reimbursement for all out-of-pocket expenses.

The fee for professional services includes one (1) on-site visit by GSG staff to the County in Phase 1 and no (0) on-site visits by GSG staff to the County in Phase 2. Any additional on-site meetings may be arranged at a flat negotiated fee of $1,000 per on-site visit. All expenses related to additional requested meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for GSG are as follows:

GOVERNMENT SERVICES GROUP, INC.
Principal/Vice President/Managing Director $250
Senior Consultant/Senior Project Manager/Senior Data Analyst $185
Consultant/Project Manager/Data Analyst.....$150
Junior Consultant.....$115
Program and Administrative Support $35

The lump sum fee does not include the costs of producing and mailing statutorily required first class notices, if necessary. Mailing and production costs depend on the number of assessable parcels

of property within the assessment program area, but average approximately $1.53 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The County is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

The County is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The County is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt “home addresses” pursuant to Section 119.071, Florida Statutes.

Please note that GSG works with the premise of developing, implementing, maintaining and updating assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the County in its defense.

Hours and Fees Matrix

		Principal/VP/Managing Director		Senior Project Manager		Project Manager		Data Analyst		GSG Trips	GSG Total
Phase 1 - Development of Updated Fire Assessment Program		**Hours**	**Fees**	**Hours**	**Fees**	**Hours**	**Fees**	**Hours**	**Fees**		
Task 1	Project Initiation	1	$250	2	$370	12	$1,800	0	$0		$2,420
Task 2	Review Data and Research Current Highlands County Fire Rescue Funding Mechanism	1	$250	3	$555	49	$7,350	32	$4,800		$12,955
Task 3	Determine Preliminary Revenue Requirements	0	$0	3	$555	28	$4,200	0	$0		$4,755
Task 4	Develop Preliminary Assessment Methodology	2	$500	4	$740	32	$4,800	28	$4,200		$10,240
Task 5	Create Preliminary Assessment Database	0	$0	1	$185	13	$1,950	35	$5,250		$7,385
Task 6	Calculate Proforma Assessment Rates	0	$0	2	$370	22	$3,300	2	$300		$3,970
Task 7	Test Data Validity and Legal Sufficiency of Apportionment Methodology	0	$0	1	$185	16	$2,400	18	$2,700		$5,285
Task 8	Prepare and Present Assessment Report	1	$250	3	$555	38	$5,700	2	$300	1	$6,805
	Total Hours and Fees	**5**	**$1,250**	**19**	**$3,515**	**210**	**$31,500**	**117**	**$17,550**		**$53,815**
	Trips									**1**	**$1,000**
	Total Fees and Expenses		**$1,250**		**$3,515**		**$31,500**		**$17,550**		**$54,815**
Phase 2 - Implementation											
Task 9	Advise and Assist with Implementing Legal Documents	0	$0	5	$925	14	$2,100	0	$0	0	$3,025
Task 10	Assist with Rate Adoption Process	0	$0	2	$370	7	$1,050	12	$1,800		$3,220
Task 11	Create Interim Assessment Rate Schedule	0	$0	0	$0	3	$450	0	$0		$450
	Total Hours and Fees	**0**	**$0**	**7**	**$1,295**	**24**	**$3,600**	**12**	**$1,800**		**$6,695**
	Trips									**0**	**$0**
	Total Fees and Expenses		**$0**		**$1,295**		**$3,600**		**$1,800**		**$6,695**
	Total Phase 1 & 2										**$61,510**

PAYMENT SCHEDULE

The fees for professional services will be due and payable, based on the following schedule and assuming that notice to proceed is received in October 2023. If notice to proceed occurs after this date, the payment schedule will be condensed over the anticipated number of months remaining to complete the project.

Date	**Payment**	
Phase 1		
December 2023	25% of professional fees	$13,703.75
February 2024	25% of professional fees	$13,703.75
April 2024	25% of professional fees	$13,703.75
May 2024	25% of professional fees	$13,703.75
	Total Phase 1	**$54,815.00**
Phase 2		
July 2024	50% of professional fees	$3,348.00
August 2024	50% of professional fees	$3,347.00
	Total Phase 2	**$6,695.00**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

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

SUBJECT/TITLE: **Request approval of three new job descriptions for the Misdemeanor Probation program.**

STATEMENT OF ISSUE

Highlands County is taking over the Misdemeanor Probation program effective November 20, 2023. The jobs listed will fulfil the needed positions of the operation.

RECOMMENDED ACTION

Move to approve three new job descriptions for the Misdemeanor Probation program.

FISCAL IMPACT

The new General Fund cost center 1052 was created for the Misdemeanor Probation program for fiscal year 23/24. Personnel costs are budgeted in this cost center for employees of the program.

Attachments: Probation Counselor () 10.24.2023.pdf
Chief Probation Counselor () 10.24.2023.pdf
Administrative Asst Misdemeanor Probation () 10.24.2023.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

POSITION INFORMATION

Position Type
Admin ☐ **Director** ☐ **Manager** ☐ **Supervisor** ☐ **Non-Supervisor** ☒

Job Title: Probation Counselor	**Division**: Misdemeanor Probation	**Department:** Administration	**Cost Center:** 1052
Job Code: TBD	**Pay Grade**: 107	**Pay Band:** $35,406.24-$$53,109.36	**FTE**: 1.0
Included/Exempt: Included	**Type of Transaction**: New position		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☐ No ☒	

1. This position reports directly to: Job Title Chief Probation Counselor Job Code TBD Pay Grade 109
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

POSITION DUTIES & RESPONSIBILITIES

General Description:

Supervises, tracks, monitors, records, and evaluates the progress of assigned probation clients ensuring that all assigned clients follow their terms and conditions of probation and are not involved in further crime. Searches out the needs of the clients and makes available to them the community resources that will help them meet their needs (i.e. job referrals, alcohol counseling, welfare).

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements.

- Ensures that all assigned clients are following their terms and conditions of probation by going over conditions of probation with the client in an initial interview and monitoring their progress by meeting with clients on a regular basis (typically monthly) in order to track and document their progress as required.
- Outlines conditions of probation with clients to ensure they have a clear understanding of the requirements they must meet according to the court's instructions; obtains clients signature for the conditions of probation; provides clear and specific instructions regarding actions that must be taken by client prior to their next appointment.
- Gathers and verifies client intake information; interviews client to learn as much as possible about the client and to determine special conditions or needs of the client and to establish goals; refers clients to agencies, schedules appointments as needed, and provides agency with necessary information and paperwork; directs client to community service as required.
- Completes court-ordered paperwork containing pertinent information for all clients; ensures the accuracy, completeness and timeliness of the information recorded; ensures that the State Attorney's Office receives all necessary documents. Close out Client's file, ex: revoked, satisfactory and unsatisfactory after Judge signs the paper work.
- Documents, codes, and tracks monies received from the client maintaining accurate and complete accounting records; completes the restitution and fine forms regarding the same; ensures receipt of payments and maintains acceptable collection rate range.
- Notifies the court when a client violates probation conditions; prepares warrants when necessary; completes required paperwork and submits the same to the court; provides recommendations to the court with regard to violations of probation based on the data collected and successful termination of cases. Document Client's file of arrests and releases from incarceration.
- Prepares and maintains accurate and complete case notes for all client appointments; observes clients behavior and records all pertinent information about the client; outlines the procedures taken and information explained during the course of appointments.
- Issues and coordinates Notice of Hearings; initiates and completes the necessary paperwork and schedules appointment with the client in order to fully explain the procedure.
- Builds and maintains professional relationships with community agencies; prepares and distributes required paperwork and release forms to assist agencies providing services and assistance to clients; ensures all information provided is in compliance with established policies and procedures.
- Performs other duties as assigned.

Knowledge, Skills, and Abilities:

•Knowledge of criminal justice principles and practices.
•Knowledge of court procedures and legal terms in order to assist judges and instruct clients.
•Knowledge of effective communication and motivation practices.
•Knowledge of general bookkeeping and recordkeeping practices and procedures.
•Knowledge of time management practices and procedures.
•Ability to testify in court and provide observations and recommendations regarding defendants probation conditions and/or termination of probation.
•Ability to work with the public encompassing all types of behaviors.
•Ability to interview clients and to obtain pertinent information.
•Ability to prepare and maintain accurate and complete client records.
•Ability to build and maintain effective and professional relationships with other agencies and defendants.
•Ability to maintain the confidential nature of the clients cases as outlined by the established policies and procedures.

Physical Skills:

Ability to meet attendance requirements.
Ability to read, write and communicate.
Ability to communicate clearly and effectively both orally and in writing.
Duties are usually performed seated. Sitting may be relieved by brief or occasional periods of standing or walking.
Limited amount of physical effort required associated with walking, standing, lifting and carrying light objects (less than 25 lbs.) 5-10% of work time.

MINIMUM QUALIFICATIONS

Education & Experience:

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☐ Associates ☒ Bachelors ☐ Masters ☐ Doctorate ☐
Experience:

Two years college from an accredited college or university in Social Work, Criminal Justice, Sociology, or a related field and two years progressively responsible experience in a court system or probation, parole, social casework or counseling or any equivalent combination of training and experience which provides the required knowledge, skills, and abilities.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver license.

Other job related requirements:

Disaster Essential.

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

Monday through Friday, 8am to 5pm

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:	Date:

Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

Check those that apply: Uniforms ☐ Drug Screening ☐ Background Check ☐ Background & fingerprint required ☒ Cell Phone ☐ Vehicle ☐ Other:

Approval of Human Resources:	Title: Human Resources Manager	Date:

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

POSITION INFORMATION

Position Type
Admin ☐ **Director** ☐ **Manager** ☐ **Supervisor** ☒ **Non-Supervisor** ☐

Job Title: Chief Probation Counselor	**Division**: Misdemeanor Probation	**Department:** Administration	**Cost Center:** 1052
Job Code: TBD	**Pay Grade**: 109	**Pay Band:** $39,872.45-$59,673.67	**FTE**: 1.0
Included/Exempt: Exempt	**Type of Transaction**: New position		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☐ No ☒	

1. This position reports directly to: Job Title Deputy County Administrator Job Code 1022 Pay Grade 123

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Admin Asst Mis.Probation TBD / 104		

POSITION DUTIES & RESPONSIBILITIES

General Description:

This position performs a variety of supervisory and probationer case management tasks. Duties may include, but not be limited to, assigning, coordinating, instructing, monitoring, and participation in the day-to-day work performed by Probation Counselors. Court documents will require ongoing review and regular audits will be conducted for Probation Counselors' work. This position will supervise the pre-trial misdemeanor intervention program and other speciality programs.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements.

- Supervises the day-to-day work performed by an assigned group of Probation Counselors and assigns cases and instructs/trains employees in proper methods and procedures for performing work; checks and approves work in progress and upon completion; conducts performance evaluations; promotes good relations and morale among all staff members.
- Supervises, coordinates and monitors the processing of all probation documents; approves and signs violations of probation and terminations; reviews and approves modifications, termination orders; reviews, approves, and/or notarizes all violation memorandums and orders to show cause.
- Updates the status whether case is terminated, modified, or given another court date.
- Assists Probation Counselors in reviewing and discussing the procedural matter pertaining to all casework and case files.
- Responds to requests from associated criminal justice agencies or authorized agencies such as the State Attorney's office, Judges, or rehabilitation centers, etc.
- Audits Probation Counselor's casework at least quarterly to ensure accuracy, completeness, and compliance with established policies and procedures; prepares summary report of findings and provides constructive feedback and praise to enhance performance of Probation Counselors and support staff.
- Conducts orientation and training programs.
- Recommends new methods and procedures to enhance program operations.
- Interprets and explains procedures, answers specific questions, and resolves operational problems.
- May schedule departmental staff meetings.
- Assumes the responsibilities of other positions as needed.
- Trains all Probation Counselors on established computer procedures.
- Monitors all information entered into the Corrections software to ensure accuracy of data input. (i.e. client status, and case information).
- Monitors a case load when temporary shortage of personnel exists.
- Attend violation of probation hearings.
- Observe drug screen as needed by the lab.
- Performs other duties as assigned.

Knowledge, Skills, and Abilities:

• Knowledge of criminal justice principles and practices.
• Knowledge of court procedures and legal terms
• Knowledge of the principles and practices of effective supervision and motivation of personnel.
• Knowledge of the principles and practices of effective management.
• Knowledge of general bookkeeping and recordkeeping practices and procedures.
• Knowledge of the Clerk of the Circuit Court partial pay system.
• Ability to process data from case files in order to advise Probation Counselors regarding recommendations to the court with limited or no supervision.
• Ability to work with the public encompassing all types of behaviors.
• Ability to interview clients and to obtain pertinent information.
• Ability to prepare and maintain accurate and complete case notes and client records.
• Ability to plan, organize, and prioritize work in order to accomplish work in compliance with quality standards and deadlines.
• Ability to build and maintain effective and professional working relationships with clients and community agencies.

Physical Skills:

•Ability to meet attendance requirements.
•Ability to read, write, and communicate.
•Limited amount of physical effort required associated with walking, standing, lifting and carrying light objects (less than 25 lbs.) 5-10% of work time.
•Duties are usually performed seated. Sitting may be relieved by brief or occasional periods of standing or walking.

MINIMUM QUALIFICATIONS

Education & Experience:

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☐ Associates ☒ Bachelors ☐ Masters ☐ Doctorate ☐
Experience:

Two years college or technical school degree from an accredited college or university in Social Work, Sociology, Psychology, Criminal Justice, or a related field (Bachelor's degree preferred),and five years progressively responsible experience working in a corrections program with at least two years as a Probation Counselor or any equivalent combination of training and experience which provides the required knowledge, skills, and abilities.

Licenses, Certifications, or Registrations:

Valid Notary Public Certification
Must possess and maintain a valid Florida Driver license.
DOT Drug Screen Collector Certificate

Other job related requirements:

Disaster Essential.

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

Monday through Friday, 8am to 5pm

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:		Date:
Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

Check those that apply: Uniforms ☐ Drug Screening ☐ Background Check ☐ Background & fingerprint required ☒ Cell Phone ☐ Vehicle ☐ Other:

Approval of Human Resources:	Title: Human Resources Manager	Date:

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

POSITION INFORMATION

Position Type
Admin ☐ **Director** ☐ **Manager** ☐ **Supervisor** ☐ **Non-Supervisor** ☒

Job Title: Administrative Assistant-Misdemeanor Probation	**Division**: Misdemeanor Probation	**Department:** Administration	**Cost Center:** 1052
Job Code: TBD	**Pay Grade**: 104	**Pay Band:** $29,727.76-$44,591.64	**FTE**: 1.0
Included/Exempt: Included	**Type of Transaction**: New position		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☒ No ☐	

1. This position reports directly to: Job Title Chief Probation Counselor Job Code TBD Pay Grade 109
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

POSITION DUTIES & RESPONSIBILITIES

General Description:

Performs advanced, complex, and often confidential administrative work with a broad scope of responsibilities. Prepares technical reports and spreadsheets from start to finish. Coordinates information, responds to inquiries regarding departmental operations and ensures the office runs smoothly while the supervisor is absent.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements.

- Composes and prepares a wide variety of paperwork including that of a confidential, complex, and/or technical correspondence.
- Researches, compiles, interprets, and summarizes information for various reports, spreadsheets, surveys, and special projects.
- Collects weekly subsistence from working residents, logs payment and fills out receipts. Balances weekly subsistence payments.
- Prepares medical billing monthly and ensures that pharmacy account is replenished for payments.
- Serves as a liaison for misdemeanor probation for those seeking information or services;responds to inquires timely.
- Prepares and maintains records, databases, books, logs, lists, etc. in an accurate, complete, and timely manner; updates information and enters data into the computer to maintain records.
- Maintains a filing system of a variety of correspondence, records, reports, and documents; purges files to obtain and update information; ensures the files are maintained in an organized and efficient manner.
- Answers telephone in a courteous and tactful manner; assists employees and provides accurate and complete information regarding the office operations, attempts to resolve complaints in a calm, courteous, and tactful manner.
- Receives, procures, opens and distributes mail in an accurate and timely manner; ensures that all mail received is forwarded to the appropriate person and/or destination.
- Reports any abnormal or unusual resident/ facility situations directly to the Chief Probation Counselor.
- Performs other duties as assigned.

Knowledge, Skills, and Abilities:

•Knowledge of general office practices and procedures.
•Knowledge of effective and efficient recordkeeping practices and procedures.
•Knowledge of the English language including proper grammar and punctuation.
•Knowledge of basic mathematics and computer programs.
•Knowledge of accepted practices and techniques involved in budget and report preparation, recordkeeping, public relations, interpersonal relations, and business communications both oral and written.
•Knowledge of basic accounting or bookkeeping practices and procedures including ability to prepare spreadsheets.
•Knowledge of community web based (RRC and BOP) programs.
•Ability to learn the broad scope of department operations and services in order to serve as an information resource and to provide assistance in a timely and effective manner.
•Ability to effectively and efficiently work on multiple projects at the same time without becoming frustrated or disorganized.
•Ability to gather, compile, and assemble information into a final product for letters, records, reports, etc.
•Ability to plan, organize, and prioritize work to accomplish work in compliance with quality standards and deadlines under limited supervision.
•Ability to prepare spreadsheets and to maintain computer databases.
•Ability to maintain an efficient and organized filing system to ensure that items can be retrieved in a timely manner.
•Ability to maintain the confidential nature of the department.
•Ability to serve as a lead worker to clerical personnel including assigning and monitoring work for accuracy and completeness.

Physical Skills:

Ability to meet attendance requirements.
Ability to read, write, and communicate.
Ability to operate various general office equipment including a telephone, copier, computer, and adding machine.
Limited amount of physical effort required associated with walking, standing, lifting and carrying light objects (less than 25 lbs.) 5-10% of work time.
Duties are usually performed seated. Sitting may be relieved by brief or occasional periods of standing or walking.

MINIMUM QUALIFICATIONS

Education & Experience:

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☐ Associates ☒ Bachelors ☐ Masters ☐ Doctorate ☐
Experience:

Two year degree or college coursework and four years progressively responsible experience performing administrative work in a general office or any equivalent combination of training and experience which provides the required knowledge, skills, and abilities.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver license.

Other job related requirements:

Disaster Essential.

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

Monday through Friday, 8am to 5pm

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:	Date:

Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

Check those that apply: Uniforms ☐ Drug Screening ☐ Background Check ☐ Background & fingerprint required ☒ Cell Phone ☐ Vehicle ☐ Other:

Approval of Human Resources:	Title: Human Resources Manager	Date:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

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

SUBJECT/TITLE: **Request adoption of fee schedule addendum to include Misdemeanor Probation service fees and Certificate of Public Convenience and Necessity (COPCN) fees to the general fee schedule for the County.**

STATEMENT OF ISSUE

The Salvation Army provided Misdemeanor Probation Services for the County since November 2000. As of November 20, 2023, the Board will be providing Misdemeanor Probation Services directly and because of this there is a need to approve the fee schedule that will be utilized by the Probation Division.

The Highlands County Code of Ordinances, Chapter 5, Article IV, Section 5.56, provides for fees to be charged for processing COPCN requests; however, the County had not previously adopted fees related to the same.
The County Master Fee Schedule for fiscal year 2023/2024 was adopted during the budget final public hearing on September 19, 2023, under Resolution No.: 22-23-191, and this item will allow for an amendment to the Master Fee Schedule to include the Misdemeanor Probation Services fees and the COPCN fees.

RECOMMENDED ACTION

Move to adopt 23-24-15 of the Highlands County Board of County Commissioners pertaining to the master fee schedules for the county; providing for legislative findings and intent; providing for the repeal of prior fee resolution; providing for the adoption of master fee schedules; 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.

FISCAL IMPACT

The fiscal impact for the Misdemeanor Probation Fee Schedule will be the collection of approximately $115,080, for the period of November 20, 2023, thru September 30, 2024, based on last year's collections which is included in the Adopted Budget that was approved during the 2nd Budget Public Hearing held on September 19, 2023.

The fiscal impact related to the COPCN Fee Schedule is anticipated to be approximately $5,000, each year and will be used to cover administrative expenses associated with the services provided.

Attachments: Amending Fee schedule resolution.sgs.pdf

RESOLUTION NO. 23-24-15

A RESOLUTION OF THE HIGHLANDS COUNTY, FLORIDA AMENDING THE MASTER FEE SCHEDULE ADOPTED UNDER RESOLUTION NO.: 22-23-191; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE ADOPTION OF AN AMENDMENT TO THE MASTER FEE SCHEDULE; 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, to the extent possible and reasonable, County services should be supported by fees and charges in order to provide maximum flexibility in the use of general County taxes to provide for a broader public benefit; and

WHEREAS, the Highlands County has enacted various codes and ordinances which provide for the creation and maintenance of a multitude of County programs and/or services, the nature of which require funding, at least in part, by user fees; and

WHEREAS, the County processes various land development, building and inspection permits, licenses, site plans, maps and administrative changes, the nature of which require funding, at least in part, by user fees; and

WHEREAS, it is fiscally prudent and appropriate for the County, from time-to-time, to establish the reasonable fees and charges for administering the various programs and services provided by the County; and

WHEREAS, effective November 20, 2023, the County will be taking over the responsibilities of Misdemeanor Probation; and

WHEREAS, pursuant to Florida law governing Misdemeanor Probation, the County may charge fees for the various responsibilities of and services provided by the Department; and

WHEREAS, Chapter 5, Article IV, Section 5.56 of the Highlands County Code of Ordinances allows for fees to be charged related to the processing of Certificates of Public Convenience and Necessity (COPCN); and

WHEREAS, the County has determined that it is necessary to establish a fee structure for Misdemeanor Probation and for the processing of COPCNs; and

WHEREAS, all of the fees set forth herein are equitable and necessary for the program, service or function supported by the same; and

WHEREAS, the County finds that all conditions precedent and notices required by Florida law, which are necessary to accomplish the actions taken herein have been appropriately implemented.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY 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. Amendment to the Master Fee Schedule.

A. The Fee Schedule for Misdemeanor Probation attached hereto as **Exhibit "A"** is hereby established and shall be added to and supplement the County Master Fee Schedule established under Highlands County Resolution No.: 22-23-191.

B. The Fee Schedule for COPCN is attached hereto as **Exhibit "B"** is hereby established and shall be added to and supplement the County Master Fee Schedule established under Highlands County Resolution No.: 22-23-191.

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

SECTION 5. Savings Clause. All prior actions of Highlands County pertaining to the amendments to the County Master Fee Schedule adopted under Highlands County Resolution No.: 22-23-191, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 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 become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 7th day of November 2023.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski,
Highlands County Clerk of Court

Exhibit "A"
Misdemeanor Probation

SCHEDULE OF FEES	
Intake/file Set-Up Fee	$25.00 per probation
Cost of Supervision Fee (Probation Fee)	$75.00 per month
Community Service Insurance Fee	$10.00 for each 50 Hours
Lost Community Service Paperwork Fee	$10.00 each set after 2nd Set
1st Appointment Rescheduling Fee	$75.00 for each reset
Missed Appointment Fee	$40.00 each missed appointment
Violation of Probation Fee	$75.00 each violation per case
Breathalyzer	$10.00 each test
Urinalysis (Illegal Drug Screen)	$35.00 each test
Breathalyzer & Urinalysis (UA)	$40.00 each time
Lab Confirmation of UA Test	$50.00 additional each confirmation

Exhibit "B"
COPCN

SCHEDULE OF FEES	
Application Fee	$500.00
Renewal Fee	$500.00
Late Renewal Fee	$250.00
Per Vehicle Fee	$100.00

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Nov 7, 2023

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of a contract extension for two (2) additional years with Questica LTD, the software provider of the county's current budget software platform.**

STATEMENT OF ISSUE

On October 18, 2016, the county entered into an initial five (5) year contract with Questica Inc., a Canadian corporation to provide budget software services. Upon mutual agreement of the Parties, this Contract could be extended two (2) times, each for a period of two (2) years. On November 4, 2021, the county approved the two (2) year extension amendment effective October 18, 2021 to October 18, 2023. The Office of Mgmt. & Budget is requesting the 2nd amendment for an additional two (2) years for the period of October 18, 2023 thru October 18, 2025.

RECOMMENDED ACTION

Move to approve the contract extension for two (2) additional years with Questica LTD, the software provider of the county's current budget software platform.

FISCAL IMPACT

The fiscal impact to Fund 005 (General) and the overall budget is $26,413.20 for FY 23/24 which is included in the adopted budget in cost center 2106 (Office of Mgmt. & Budget), account 54600 (Repair & Maintenance).

Attachments: 2023-10 - Highlands Couny - Contract Renewal.pdf

HIGHLANDS COUNTY

AND

QUESTICA LTD.

Amendment Dated October 20, 2023

THIS AMENDMENT (together with all exhibits, schedules, and other attachments hereto, the "Amendment") by and between Highlands County, of the State of Florida, and Questica Ltd., a software provider incorporated under the laws of Delaware, US, is entered into as of the Effective Date, as defined on the signature page of this Agreement. Highlands County and Questica Ltd. may be referred to herein each, individually, as a "Party" and together, collectively, as the "Parties."

WHEREAS the Parties entered into Contract dated October 18, 2016, having an initial term of five (5) years

WHEREAS the parties extended the contract on October 18th, 2021 for a period of 2 years

WHEREAS the parties desire to extend contract dated October 20th, 2023 for an additional term of two (2) years

NOW, THEREFORE, in consideration of payments hereinafter stipulated and the mutual promises herein, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Questica is the exclusive provider of Maintenance and Support Services for the Questica Budget product solution
2. Questica Ltd is incorporated under the laws of Delaware, US.
3. Extend the term of the contract by two (2) years from October 18, 2023 to October 18, 2025
4. Increase the Compensation to be paid under the contract by 7% in Year 1 and 5% in Year 2, further detailed in Appendix A
5. All other terms and conditions of the contract remain unchanged and fully in force

[The remainder of this page has been intentionally left blank]

Highlands County

Per: _____

Name: _____

Title: _____

Date: _____
I have authority to bind the organization

QUESTICA, LTD.

Per: _____

Name: _____

Title: _____

Date: _____
I have authority to bind the organization

APPENDIX A

2-year Maintenance and Support Term

Oct 18, 2023 to Oct 18, 2024	$26,413.20
Oct 18, 2024 to Oct 18, 2025	$27,733.86

The annual Maintenance, Support and Hosting fee is payable in advance of the start date of the annual renewal period.

For additional services or customizations, estimates and quotes can be provided. Time & Materials will be billed monthly as time is incurred at the current hourly rate of $250/hr. Rate is subject to change.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER: **Cynthia Acevedo, Program Manager**

SUBJECT/TITLE: **Request approval of Healthy Families Highlands letter of support to legislators on behalf of the Highlands County Board of County Commissioners.**

STATEMENT OF ISSUE

In 1998, Healthy Families Florida was created by the Florida Legislature, and since then the program has helped thousands of families provide the safe and stable environments their children need for healthy growth and development. Our evidence-based, voluntary family support and coaching program has proven to be successful and continues to grow.

A signed letter of support on behalf of the Board of County Commissioners thanking legislators for previous support and requesting continued support by incorporating $2 million into recurring funds for the 2024 budget to ensure our program's continued success in meeting the growing need in our state and saving state dollars while providing evidence-based services which prevent child abuse and neglect.

RECOMMENDED ACTION

Move to approve Healthy Families Highlands letter of support to legislators on behalf of the Highlands County Board of County Commissioners.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Highlands HFF Advocacy Flyer for 2024 FINAL.pdf
Letter of Support from HCBCC Final.pdf



Healthy Families Florida

The evidence-based, nationally accredited home visiting and parent coaching program in all 67 counties in Florida

In FY 22-23 we served:

9,048 Families

16,105 Children

Prevention Makes Sense

$105,131
Annual cost per child to **TREAT** child abuse (child welfare, hospitalization, special education, and juvenile justice services)

$2,500
Annual cost per child to **PREVENT** child abuse with Healthy Families Florida

AT A GLANCE

The Florida Legislature established Healthy Families Florida (F.S. 409.153) in 1998. Healthy Families is an evidence-based, voluntary family support and coaching program proven to help parents provide the safe and stable environments children need for healthy growth and development.

25 YEARS OF HEALTHY FAMILIES

99%	free **of maltreatment during** services and **one year after** completion of services
95%	free **of maltreatment three years after** completion of services
86%	improved their self-sufficiency by **getting a job**, enrolling in **job training**, **furthering their education**, or **securing stable housing**

$2 MILLION IN RECURRING FUNDS

Our program's success depends on support from Florida's lawmakers. In order to continue our critical work and ensure staff continue to receive fair pay, we ask that you **incorporate $2 million into recurring funds in 2024**.

Line 319 in 23-24 budget

Keep excellent staff

Meet the growing need in our state

Save state dollars and prevent abuse

HEALTHY FAMILIES FLORIDA
An affiliate of Healthy Families America®

Rebekkah Sheetz, Executive Director • rsheetz@ounce.org • (850) 933-5604 • HealthyFamiliesFla.org

$2 million into recurring funds in 2024

Home visitors can continue to coach families like Samantha's.



MEET SAMANTHA

Samantha joined Healthy Families in Highlands County at a difficult time in her life. She had just given birth to her second child, shortly after the outbreak of a pandemic. Despite the added stress of much uncertainty, she decided to give Healthy Families a try. When asked how the program has helped her family, she shared, "I honestly wouldn't have thought that only one hour a week could have such an enormous impact on my family life. I have learned how to give my kids what they need to grow into emotionally successful adults, and I've learned to take a little time for myself because I am important, too." With the encouragement and support of her home visitor, Samantha participates in therapy to cope with previous traumatic events and is proactive in ensuring her mental health needs are met. Samantha has gained confidence as a mother, parent leader, and advocate as evidenced by her recent involvement in Child Abuse Prevention Month activities. Samantha was asked to present to her local school board about the benefits of participating in the Healthy Families program, and without hesitation said yes. Samantha credits Healthy Families with helping her achieve her goal of becoming a better person and the best mother she could possibly be. Additionally, she is putting her strengths to work and is growing her own business in the cleaning industry. Samantha and her family are healthy, thriving, and giving back to their community. In the words of Samantha, "Healthy Families is the best thing to have happened to my family."

HEALTHY FAMILIES HIGHLANDS
An affiliate of Healthy Families America®

COUNTY OF HIGHLANDS STATE OF FLORIDA 1921

Healthy Families Florida saves lives and is endorsed by scores of community and statewide partners:

Florida Department of Children and Families

The Ounce of Prevention Fund of Florida

Florida Health

Florida Department of Juvenile Justice

The Arc of Florida

Kiwanis Florida District

GUARDIAN AD LITEM FOR CHILDREN

Florida Conference of Catholic Bishops
The nonpartisan public policy voice of the Catholic Church in Florida

Florida Head Start State Collaboration Office

FACCT
Florida Alliance of Children's Councils & Trusts

Florida Sheriffs Association

Prevent Child Abuse Florida

4generations INSTITUTE
Bridging our generations for mutual benefit.

United Way
United Way of Florida

Florida Afterschool Network

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
COMMUNITY PROGRAMS
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6517 Fax (863) 402-6835 www.highlandsfl.gov

[Insert Date]

Dear _____,

In 1998, Healthy Families Florida was created by the Florida Legislature, and since then the program has helped thousands of families provide the safe and stable environments their children need for healthy growth and development. Our evidence-based, voluntary family support and coaching program has proven to be successful and continues to grow. This past fiscal year, we served 9,048 families, including 16,105 children statewide.

Healthy Families Highlands matches the success of our statewide efforts and is evident in the numbers, with 97% of families being free of maltreatment during services and 96% one year after completion of services. Additionally, 100% of families improved their self-sufficiency by getting a job, enrolling in job training, furthering their education, and/or securing stable housing.

Preventing child abuse is much more cost-effective than treating it. While it costs $105,131 annually per child to TREAT child abuse, it only costs $2,500 annually per child to PREVENT child abuse with Healthy Families Florida. **With that in mind, we request that you incorporate $2 million into recurring funds in 2024 to ensure our program's continued success in meeting the growing need in our state and saving state dollars and preventing abuse** *(Line 319 in the 23-24 budget).*

We are proud to be endorsed by scores of community and statewide partners including the Florida Department of Children and Families, the Florida Department of Health, the Florida Department of Juvenile Justice, Florida District of Kiwanis International, the Children's Home Society, the United Way of Florida, the Ounce of Prevention Fund of Florida, and Prevent Child Abuse Florida. We are grateful for their support as we continue our critical work to help families thrive.

We thank you for considering our request and welcome the opportunity to meet and discuss the Healthy Families Program with you.

Sincerely,

Chris Campbell, Chairman
Highlands County Board of County Commissioners

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 11/7/2023

PRESENTER: **Dustin Fitch, Deputy Chief, Highlands County Fire Rescue.**

SUBJECT/TITLE: **Highlands County Fire Rescue Seal color change.**

STATEMENT OF ISSUE

The current Highlands County Fire Rescue patch design has a red background. It is difficult to read and gets lost in the color of the fleet of apparatus. HCFR requests to update the patch color to black as it contrasts the color of the apparatus better and is more recognizable.

RECOMMENDED ACTION

Move to approve to change background color of the Highlands County Fire Rescue Seal.

FISCAL IMPACT

No fiscal impact. The new patch will be used going forward.

Attachments: Fire Badge Changes.pdf



OLD DESIGN



NEW DESIGN

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER:	**Rosa Morales, Budget Analyst II / NAV** **Lori DeLoach, Purchasing Manager**
SUBJECT/TITLE:	**Request authorization to waive competitive solicitation requirements for Placid Lakes Special Benefit District Security Services and approval of the Agreement with Caleus, LLC, for the provision of Security Services for Placid Lakes Special Benefit District.**

STATEMENT OF ISSUE

On December 31, 2022, solicitation ITB 22-029, was issued for the Placid Lakes Special Benefit District Security Services. No Submissions were received. The solicitation was updated and re-issued on April 8, 2023, under ITB 23-017. Two (2) submissions were received. The award to the lowest responsive and responsible bidder was made to Shergroup USA LLC, and was approved by the Board on August 1, 2023. Shergroup's agreement was terminated on September 28, 2023, due to performance failures. This request is to waive competitive solicitation and allow us to move to the second bidder, Caleus, LLC. Caleus was the incumbent provider prior to the award to Shergroup and services had been provided by Caleus for 8 years without incident.

RECOMMENDED ACTION

Move to authorize the waiver of competitive solicitation for Placid Lakes SBD Security Services and approval of the Agreement with Caleus, LLC and authorization for the Chairman/Vice-Chairman to execute the Agreement.

FISCAL IMPACT

The fiscal impact for FY24 is $50,960 from Fund 107 (Placid Lakes SBD).

Attachments: 23-017 Caleus Agreement.pdf

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and CALEUS, LLC., 505 W. Interlake Boulevard, Lake Placid, Florida 33852, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for sod and related services, pursuant to the COUNTY's Purchasing Policy and ITB-23-017-LLK; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the products and services set forth in ITB-23-017-LLK; and,

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall be for an initial period of three (3) years beginning on the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY for one (1) additional periods of three (3) years.

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

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

appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

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 AGREEMENT IS TERMINATED.

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

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

SECTION 9. INSURANCE.

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

1. AUTOMOBILE:
   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 Insurer,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The 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:

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

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the

State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

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

SECTION 16. COMPLIANCE WITH ALL LAWS.

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

SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the 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: Highlands County
Attention: County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Highlands County
Attention: County Attorney
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: Caleus, LLC
505 W. Interlake Boulevard
Lake Placid, Florida 33852
Attention: Mathias Hutzenlaub
Email: mhutzenlaub@caleus.com

SECTION 24. MODIFICATION.

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

SECTION 25. HEADINGS.

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

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the 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 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 (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 36. ATTACHMENTS

The Contractor hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to Highlands County as part of the Contractor's response to Highlands County's for solicitation 23-020-KSB. All such attachments are hereby ratified and if the Contractor knowingly submitting such attachments to Highlands County with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the County.

[Signatures on Following Page]

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

HIGHLANDS COUNTY

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONTRACTOR

By: _____

Print: Mathias Hutzenlaub

Title: Member LLC, Manager

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced FL DL as identification, and who did/did not take an oath this 31 day of October, 2023.

(stamp)

KRISTINA M. FYFE
Notary Public
State of Florida
Comm# HH416786
Expires 6/29/2027

_____
NOTARY PUBLIC, State of Florida

Exhibit "A"
Scope of Services

1. **PURPOSE**: Provision of security services with a single Security Person on duty four (4) hours per day, seven (7) days per week, Monday thru Sunday, shifts will be determined by the Placid Lakes Special Benefit District (DISTRICT).

2. **SERVICE LOCATION**: The geographical area of the Placid Lakes Special Benefit District.

3. **SCHEDULE**: CONTRACTOR shall provide the DISTRICT with a schedule of shifts for the services to be provided two weeks to one month in advance of each calendar month in which the services are to be performed by providing a proposed shift schedule to the Highlands County NAV Division for review and approval. The Highlands County NAV Division will review the proposed shift schedule and return the shift schedule, with any changes required by DISTRICT to CONTRACTOR prior to the first day of each calendar month.

SAMPLE SHIFT SCHEDULE	
SHIFT 1	8:00 AM – 12:00 PM
SHIFT 2	10:00 AM – 2:00 PM
SHIFT 3	12:00 PM – 4:00 PM
SHIFT 4	4:00 PM – 8:00 PM
SHIFT 5	8:00 PM – 12:00 AM
SHIFT 6	12:00 AM – 4:00 AM
SHIFT 7	4:00 AM – 8:00 AM

4. **EQUIPMENT**: CONTRACTOR shall provide vehicles, vehicle fuel and maintenance, cell phones, cell phone service, patrol uniforms, equipment, materials, and related services, repairs, and maintenance related to providing the services provided by CONTRACTOR to DISTRICT. The CONTRACTOR shall provide suitable safety appliances as may be needed to safely provide security services. Transportation: Florida registered, insured automobile.

5. **CONTRACTOR PERSONNEL**:

(a) The CONTRACTOR will take all reasonable precautions and will be responsible for initiating, maintaining and supervising, all programs relating to the safety of all persons and property affected by, or involved in, the performance of the services under this Agreement.

(b) During the course of each shift, the security officer shall continually drive throughout the DISTRICT to monitor for anything out of the ordinary. The routes shall be rotated during each shift so as not to create a predictable route. In addition, the security officer will walk the outside perimeter and inside of the Placid Lakes Community Center (2010 Placid Lakes Blvd.), as well as walk throughout Tobler Park (501 Catfish Creek Rd.), and the Lake August Boat Ramp area (1634 Washington Blvd., NW). If at any time the security officer witnesses illegal dumping, a Security Incident Report must be completed and emailed (along

with photos) to the Highlands County Sheriff's Office, County's NAV Department, and County's Solid Waste Department.

(c) CONTRACTOR will be held accountable for damages, theft, or any other breach of security caused by its employees and shall be held directly responsible for errors and omissions of CONTRACTOR'S employees and other persons performing work under the CONTRACTOR'S control for the County. The CONTRACTOR shall be responsible for repair of any damage to County property and restoration of any facility damage.

(d) The CONTRACTOR shall maintain an adequate staff of qualified personnel at DISTRICT to provide security services. In the event of an emergency or upon request by DISTICT, CONTRACTOR shall use its best reasonable efforts to provide up to three (3) additional security personnel in addition to personnel ordinarily assigned to the Work Site at the DISTRICT's request. Such emergencies may include, but are not limited to, civil disorders, bomb threats, fires, hurricanes, or any such causes, natural or manmade, which may require additional protection of DISTRICT or property and residents, property owners and their property. It is understood and agreed that DISTRICT shall only authorize additional personnel and overtime for a period of time not to exceed thirty (30) days after the beginning of the emergency service.

(e) CONTRACTOR shall provide each security officer a minimum of eight (8) hours of classroom training at CONTRACTOR'S office prior to assignment at the Work Site. Such training shall be provided at no cost to DISTRIVT and shall consist of subjects acceptable to DISTRICT including, but not limited to, the following: report writing, powers of arrest, communication methods (telephone and radio equipment), patrols, bomb threat response, firefighting equipment use, and the ethical responsibilities of security personnel to clients. CONTRACTOR agrees that the initial eight (8) hour training session will not be used for other purposes such as new employee processing, or other non- training activities. Prior to any job assignment, such security personnel shall be accompanied by CONTRACTOR'S staff management representative to meet with the DISTRICT designee for job orientation. For all new security personnel assigned to DISTRICT, CONTRACTOR shall provide a minimum of sixteen (16) hours of on-the-job orientation training at the Work Site. CONTRACTOR shall ensure that all security officers are knowledgeable and familiar with all site and post procedures and cross trained in these post procedures.

(f) CONTRACTOR shall provide OSHA Hazard and State Right-to-Know training for all its employees who will be assigned to the Work Site, if/as appropriate. Such certificates of training or licenses should be kept on file by CONTRACTOR and be available for inspection and/or copying to DISTRICT upon request.

(g) CONTRACTOR shall provide a minimum of one CPR and First Aid certified security officer on every shift.

(h) The County will not provide any supervision to CONTRACTOR'S employees. CONTRACTOR must have sufficient staffing to oversee all staff, to include training, supervision, and the resolution of issues or problems that may arise. A CONTRACTOR management representative responsible for the DISTRICT account shall visit each post or patrol as needed but no less than on a weekly basis for the purpose of conducting in-service training, programs, inspection of personal appearance, and administer employer/employee related matters.

(i) The County requires the CONTRACTOR to remove all their personnel from DISTRICT property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment on the job is deemed to be contrary to the interest

of Highlands County. Any CONTRACTOR employee charged with, or being prosecuted for, a felony during the course of their employment will be considered reasonably objectionable and their continued work in a County owned building or on County owned property will be terminated, until the case is closed.

(j) CONTRACTOR shall replace any employee immediately upon the reasonable request of DISTRICT. If DISTRICT reasonably determines that an employee of CONTRACTOR is not satisfactory, it shall notify CONTRACTOR, and the CONTRACTOR'S employee shall leave the Work Site immediately upon notice.

(k) The CONTRACTOR shall obtain a Level 2 background check for all personnel through the Florida Department of Law Enforcement (FDLE). This check will be reviewed and mutually approved by the CONTRACTOR and County Representatives prior to starting work at County sites. All costs associated with obtaining the required clearances shall be the responsibility of the CONTRACTOR.

(l) CONTRACTOR shall not assign to the Work Site any security person who has been convicted of a felony within the last ten (10) years. CONTRACTOR shall notify DISTRICT in writing, at least ten (10) days prior to the assignment, if any security personnel to be used on the Work Site has been convicted of any crime; provided, however, that possession or use of this information by CONTRACTOR or DISTRICT does not violate any federal, state or local laws or regulations. Request by DISTRICT for the replacement of any felon shall be irrefutably deemed a reasonable request and that felon shall not be assigned to the Work Site or, if assigned, shall immediately leave the Work Site.

(m) CONTRACTOR shall administer pre-employment, pre-placement, and, if and to the extent allowed by law, periodic random drug testing to CONTRACTOR'S employees who will be assigned to DISTRICT sites and will assign its employees to the work site only after they have passed such drug tests. Such tests shall conform to the standards set forth by the National Institute of Drug Abuse ("NIDA").

(n) All employees of the CONTRACTOR shall be subject to the direction, supervision and control of CONTRACTOR.

(o) DISTRICT shall not participate in CONTRACTOR'S individual personnel performance evaluations or any other matter pertaining to the employer/employee relationship. DISTRICT shall report CONTRACTOR'S employee's performance problems or misconduct to CONTRACTOR, but DISTRICT shall not participate in any disciplinary action involving CONTRACTOR'S employees.

(p) CONTRACTOR shall enforce strict discipline and good order among its employees at all times and shall be fully responsible for the proper conduct and appearance of its employees while in the geographic area of the DISTRICT.

(q) The CONTRACTOR'S work force shall be neat and clean in appearance and shall wear a CONTRACTOR provided uniform with the CONTRACTOR'S name or logo permanently affixed to the shirt. Shoes shall be appropriate for proper safety of task being performed. Full Uniform: Pants, shirt, optional jacket or coat.

Exhibit "B"
Compensation

HOURLY WAGES RATE SHEET:

	Security Officer	
	Hourly Rate	After-hours/Holiday Rate
Year 1	$ 35.00	$ 53.00
Year 2	$ 37.00	$ 55.00
Year 3	$ 39.00	$ 58.00
Year 4	$ 41.00	$ 61.00
Year 5	$ 43.00	$ 64.00
Year 6	$ 45.00	$ 67.00
Total (year 1-6)	$ 240.00	$ 358.00
Grand Total Numerically (Hourly rate total + After-hours/Holiday total)		$ 598.00

Grand Total (written in words) Five hundred ninety-eight dollars and zero cents

CONTRACTOR shall submit invoices for services rendered to the COUNTY (DISTRICT) on a monthly basis, no later than five (5) working days after the end of each calendar month. Each invoice shall set forth the number of hours worked each day by each of the CONTRACTOR's employees during the month and total amount due to the CONTRACTOR. CONTRACTOR shall not add any fuel surcharges for the services and the COUNTY (DISTRICT) shall not be billed any overtime or other added costs occasioned as a result of CONTRACTOR's inability to meet the staffing requirements of this Agreement. In the event the CONTRACTOR is required to provide additional security personnel, the hourly fee shall be the same rate as set forth above for normal operations. If overtime is necessary during an emergency, then the pay rate shall not exceed one and one-half times that of the regular rate set forth above for an eight-hour shift. Overtime billing shall be limited to emergency services only.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-618SS, for three (3) parcels totaling an approximate 18.64 acres, from Low Density Residential (RL) to Medium Density Residential (RM).**

STATEMENT OF ISSUE

The Applicant is requesting a small scale comprehensive plan amendment for three parcels totaling an approximate 18.64 acres to change the Future Land Use Map from Low Density Residential (RL) to Medium Density Residential (RM). The three parcels currently operate as a pasture for grazing soil and are vacant of native vegetation. The Applicant is proposing to utilize the property for a future 80-unit multiple-family residential development.

There is a companion request for a zoning change from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD), P&Z 2128.

The Planning and Zoning Commission recommended approval of CPA-23-618SS as presented, with six supporting votes and one dissenting vote.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance 23-24-01, CPA-23-618SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 18.64 acres from Low Density Residential (RL) to Medium Density Residential (RM), and transmit CPA-23-618SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-23-618SS for BCC Heartland Investment, LLC.pdf
Application CPA-23-618SS Heartland Investment, LLC.pdf
Ordinance CPA-23-618SS Heartland Investment, LLC.pdf
Ordinance Fiscal Impact form.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 11/7/2023
Case Number: CPA-23-618SS	**Case Name:** Heartland Investment, LLC The Ranch at Sparta
Agent: Jeff Kennedy, Dana Riddell, and/or TJ Wohl	**Property Owners:** Heartland Investment, LLC
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Change the Future Land Use Map (FLUM) for three (3) parcels totaling an approximate 18.64 acres, from Low Density Residential (RL) to Medium Density Residential (RM)

General Location: Three (3) parcels totaling an approximate 18.64 acres located on the east side of Sparta Road, approximately 1.13 miles west of US 27, 2.95 miles north of State Road 66, and 0.12 miles south of Schlosser Road; the address being unassigned for one parcel (Parcel C-05-35-29-A00-0400-0000), and addresses for the other two parcels being 4200 Sparta Road and 4021 Stiles Lane, Sebring

PARCEL ID: C-05-35-29-A00-0400-0000
C-05-35-29-A00-0390-0000
C-05-35-29-200-0020-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance 23-24-01, CPA-23-618SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 18.64 acres from Low Density Residential (RL) to Medium Density Residential (RM), and transmit CPA-23-618SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-618SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 18.64 acres from Low Density Residential (RL) to Medium Density Residential (RM), and transmit CPA-23-618SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the June 13, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>B. HEARING NUMBER CPA-23-618SS – HEARTLAND INVESTMENT, LLC C/O RICK WHIDDEN</u>** Three (3) parcels totaling an approximate 18.64 acres located on the east side of Sparta Road, approximately 1.13 miles west of US 27, 2.95 miles north of State Road 66, and 0.12 miles south of Schlosser Road; the address being unassigned for one parcel (Parcel C-05-35-29-A00-0400-0000), and addresses for the other two parcels being 4200 Sparta Road and 4021 Stiles Lane, Sebring; and abbreviated legal description as follows: Three (3) parcels totaling an approximate 18.64 acres located in Section 5, Township 35 South, Range 29 East, Highlands County, Florida.

The Applicant is requesting a small-scale Comprehensive Plan amendment to amend the future land use map designation from Low Density Residential (RL) to Medium Density Residential (RM). Mrs. Hunnicutt read the request and Mr. Garcia, Mr. Jeff Kennedy (acting Agent), and Mr. Keatley Waldron (property owner) presented the request. There were 12 letters received in favor of the request from 12 individuals representing 11 households. There were 41 letters received against the request from 37 individuals representing 31 households. Two (2) members of the audience spoke in favor of the request noting property rights and the need for additional housing with the expected growth throughout the State and County. Nine (9) members of the audience spoke against the request noting concerns of increased traffic, noise, and crime; drainage and flooding issues; whether the development would be rental units; infrastructure requirements; and environmental concerns. Mr. Kennedy confirmed the development would connect to City water and sewer lines, is planning a retention area larger than required by Code, and noted the development is proposed to be sold as townhome units. Staff also clarified that the County is not permitted to prohibit rentals, as it would be a violation of Federal housing requirements.

Motion by Mr. Ingler to deny Ordinance, CPA-23-618SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 18.64 acres from Low Density Residential (RL) to Medium Density Residential (RM), and transmit CPA-23-618SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Motion to recommend denial failed for lack of a second.

Motion by Ms. Pipal and seconded by Mr. Youngman to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-618SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 18.64 acres from Low Density Residential (RL) to Medium Density Residential (RM), and transmit CPA 23-618SS to the Florida Department of Economic opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, Ms. Pipal, Mr. Youngman, Mrs. Ezell, Mr. Leonardo, Mr. Miller and Mrs. Hunnicutt voted yes, and Mr. Ingler voted no. **Motion carried 6-1."**

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of three parcels totaling an approximate 18.64 acres, from RL to RM.

   The three parcels currently operate as a pasture for grazing soil, which contains one 50' x 32' wood barn for the associated agricultural operation and is vacant of native vegetation. The Applicant is proposing to utilize the property for a future 80-unit multiple-family residential development.

   There is a companion request for a zoning change from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD), P&Z 2128.

2. **Existing Use Analysis:**

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Grazing Soil	RL	AU
Adjacent Property to the North	Grazing Soil/Single-Family Residences (SFR)	RL	AU
Adjacent Property to the South	Vacant (formerly Children's Home Society), Church, & SFRs	High Density Residential (RH), RM/RL, & RM	Multiple-Family Dwelling including Motel and Hotel District (R-3), AU, & Residential District (R-1A)
Adjacent Property to the East	Grazing Soil/SFRs	RL	AU
Adjacent Property to the West	Duplexes, SFR, & Warehouse Storage	RM & Commercial (C)	Two-Family Dwelling District (R-2), Residential District (R-1), & Business District (B-3)

3. **Applicable References:**
   Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.2, Low Density Residential (RL) and Policy 1.2.D.3, Medium Density Residential (RM).

   Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU); Section 12.05.213: Multiple-Family Dwelling including Motel and Hotel District (R-3); and Section 12.05.290: Planned Development District (PD).

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

Future Land Use Element

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

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

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

B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County. The County will give preference to:

1. Opportunities for infill or redevelopment, where such opportunities exist;

Policy 1.2.D.3, Medium Density Residential (RM):

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.

Infrastructure Element

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

Policy 6.5, Mandatory Connection to Central Water System:

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

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

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

a. Connect to an existing system.

K. Pursuant to F.S. 163.3180, prior to the issuance of a building permit, the developer shall submit written guarantee from the water supplier to ensure adequate water supplies will be available by the date of issuance of a Certificate of Occupancy and no Certificate of Occupancy shall be issued until potable water is available to the unit.

Department Comments and Analysis of Petitioner's Proposal:

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

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

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

Florida Department of Health: No objection.

2. The following Departments, Divisions, and Agencies offered no comment: Natural Resources Division, Florida Department of Environmental Protection, and Sebring Regional Airport.

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

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

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 95 and 100 feet.
2. **Soils:** The soils underlying the site are *Tavares Sand, 0 to 5 percent slopes* and *Satellite Sand, 0 to 2 percent slopes*.
   Tavares Sand, 0 to 5 percent slopes. The available water capacity is very low, with a rapid to very rapid permeability. Depth to the water table is about 42 to 72 inches. This soil is nearly level to gently sloping and is moderately well drained. For most urban uses, the soil has moderate limitations because of the seasonal high-water table and its relative proximity to the surface.

Satellite Sand, 0 to 2 percent slopes. The available water capacity is very low, with a very rapid permeability. Depth to the water table is about 18 to 42 inches. This soil is nearly level and is somewhat poorly drained. For most urban uses, including recreational development, the soil has severe limitations because of the seasonal high-water table and its close proximity to the surface. However, this limitation can be minimized by adding suitable topsoil or stabilizing the surface.

3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is for grazing soil.
2. **Vesting Rights:** None.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Low Density Residential.
4. **Proposed FLUM Designation:** The proposed FLUM designation is Medium Density Residential.
5. **Current FLUM Population Yield:** The current FLUM allows up to 3 dwelling units per acre. The three parcels currently have a potential population yield of 123 persons; 18.64 acres x 3 dwelling units = 55.92 dwelling units; 55 dwelling units x the average household size of 2.25 persons = 123.75 persons. However, the current FLUM is inconsistent with the current zoning of AU and would only permit 1 dwelling unit per 5 acres; providing a potential population yield of 6 persons: 18.64 acres/5 acres = 3.728 dwelling units; 3 dwelling units x the average household size of 2.25 persons = 6.75 persons.
6. **Proposed FLUM Population Yield:** The proposed FLUM would allow up to 8 dwelling units per acre and would enable for a potential population yield of 335 persons; 18.64 acres x 8 dwelling units = 149.12 dwelling units; 149 dwelling units x the average household size of 2.25 persons = 335.25 persons. However, the proposed zoning is a Planned Development capped at 80 dwelling units, with a conditioned maximum occupancy rate of 5 persons per unit, which would carry a potential population yield of 400 persons: 80 dwelling units x 5 persons = 400 persons. Consistent with the average household size of 2.25 persons in Highlands County, the potential population yield is more likely to be 180 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for an 80-unit multi-family development comprised of single-story units, with the possibility of construction for a clubhouse facility with a swimming pool.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3.

of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.

2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0229C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site will have two points of access onto Sparta Road.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks or rail spurs.
6. **Recreation:** The proposed development will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

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

F. Schools: The permitted uses within the Medium Density Residential Future Land Use designation will generate student impacts to the school district; school concurrency **is** required.

G. Airports: The subject property is located approximately 10.2 miles southeast of the Avon Park Executive Airport and 6.24 miles west of the Sebring Regional Airport.

H. Fundamental Planning Analysis ref. Comprehensive Plan:

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

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

The site is an existing pasture for grazing soil that does not contain any significant environmental features. The site is located in an area with other residential uses and has direct access to an existing major collector roadway, Sparta Road, which is approximately three-quarters of a mile to US 27, the region's primary arterial roadway for high traffic volumes and urbanized connectivity. The proposed use will not adversely impact natural resources or ecosystems. All required permits from appropriate agencies shall be obtained prior to development.

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

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

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

The property is located near an existing sidewalk that would connect to US 27 and downtown Sebring. This sidewalk would provide walkability to residents. The proposed development would be required to build a sidewalk along Sparta Road or pay into a Grant in Aid fund for future sidewalk construction.

(4) Promotes conservation of water and energy:

The property is located in an area with existing water and sewer connections, adequate roadway capacity, and medium density developments adjacent to and within the City of Sebring. The proposed amendment will promote an outward expansion, as well as infill, of the RM Land Use category that exists primarily to the west and north of the property. The property is also located in an existing urbanized area with nearby schools, recreation, and commercial uses. Building in this area will reduce travel time for vehicles, thereby conserving energy.

(5) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:

This indicator is not applicable.

(6) Preserves open space and natural lands and provides for public open space and recreation needs:

The future development will locate on already disturbed natural lands; hence, the development preserves other open space and natural lands.

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

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

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

This indicator is not applicable.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

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

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

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

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

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-618SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 18.64 acres from Low Density Residential (RL) to Medium Density Residential (RM), and transmit CPA-23-618SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Proposed Future Land Use Map

Exhibit 1:

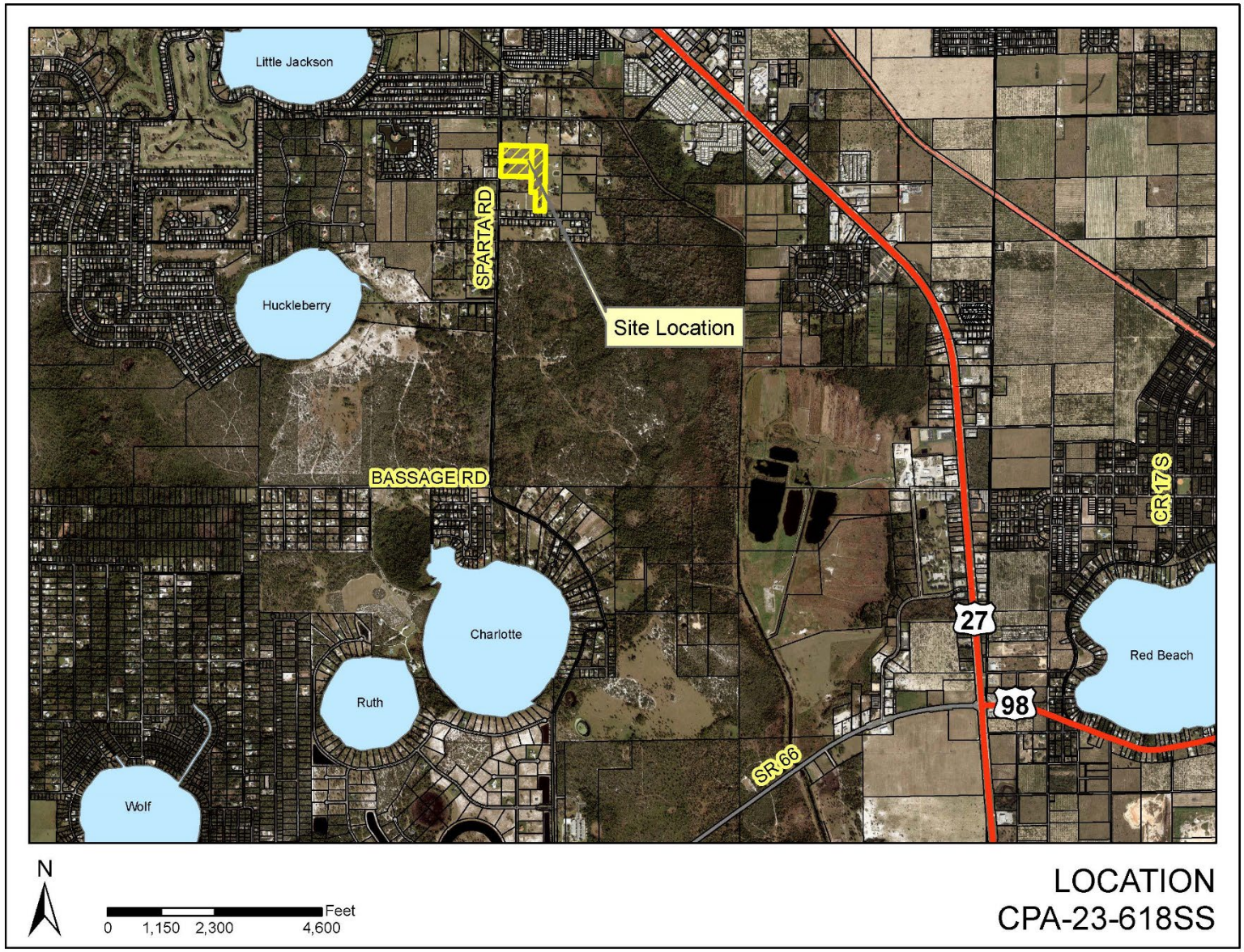

Little Jackson
SPARTA RD
Site Location
Huckleberry
BASSAGE RD
CR 17 S
27
Charlotte
Red Beach
Ruth
98
SR 66
Wolf
N
Feet
0 1,150 2,300 4,600
LOCATION
CPA-23-618SS

Exhibit 2:

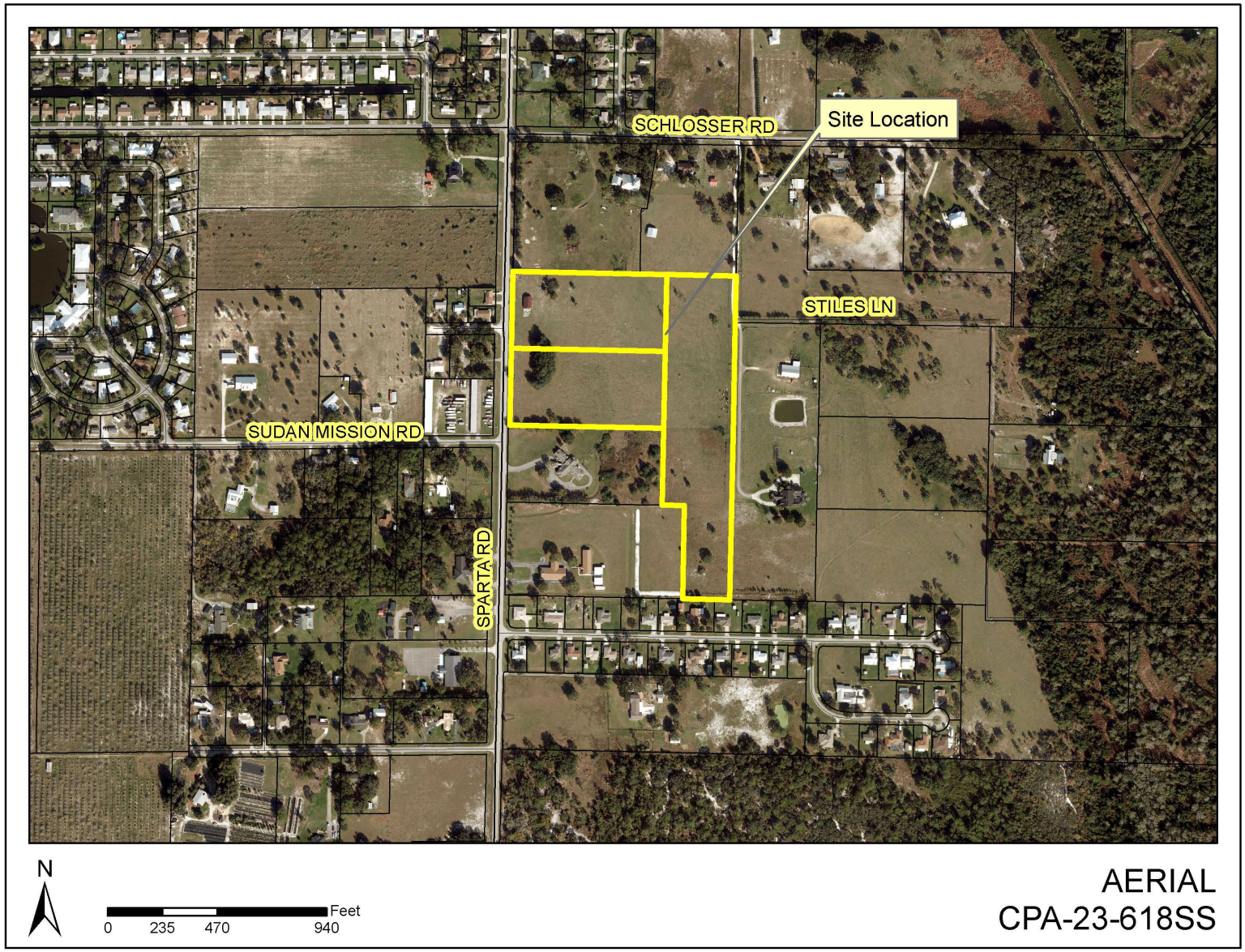

SCHLOSSER RD
Site Location
STILES LN
SUDAN MISSION RD
SPARTA RD
N
Feet
0
235
470
940
AERIAL
CPA-23-618SS

Exhibit 3:

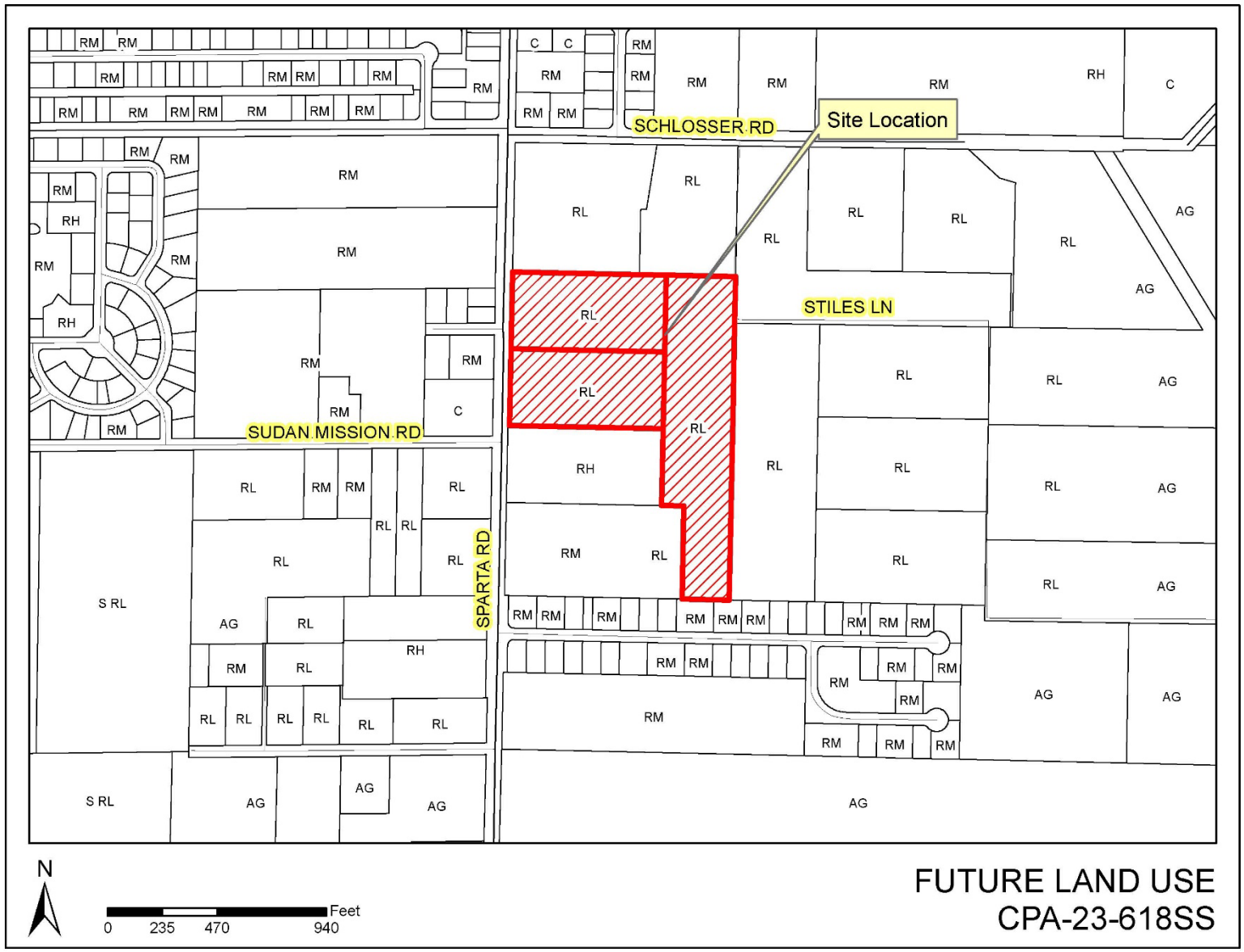
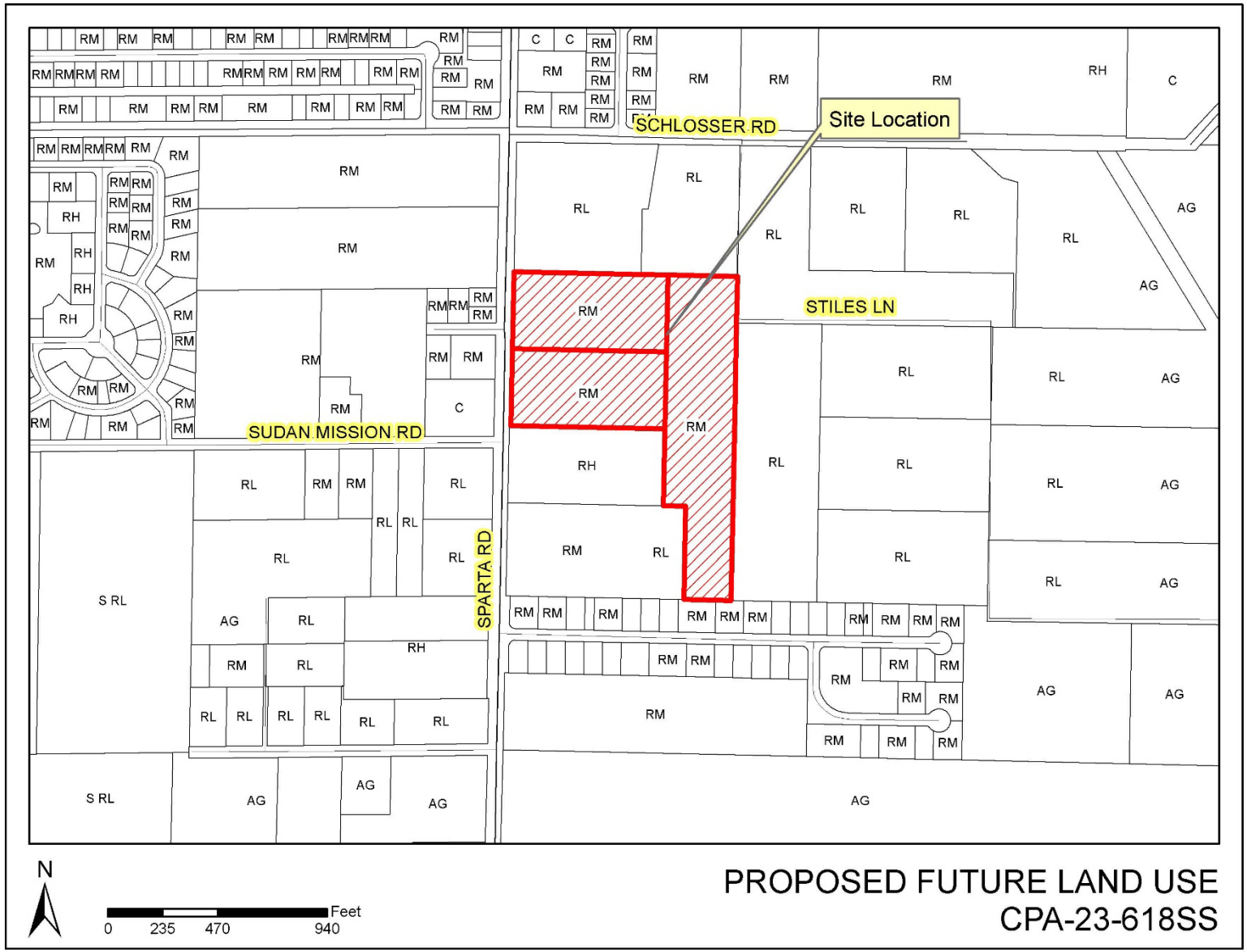

SCHLOSSER RD
Site Location
STILES LN
SUDAN MISSION RD
SPARTA RD
N
0 235 470 940 Feet
FUTURE LAND USE
CPA-23-618SS

Exhibit 4:


SCHLOSSER RD
Site Location
STILES LN
SUDAN MISSION RD
SPARTA RD
N
0
235
470
940
Feet
PROPOSED FUTURE LAND USE
CPA-23-618SS

Highlands County, Florida
Comprehensive Plan Amendment Application

☑ Small Scale Comprehensive Plan Map Amendment (100 acres or less)
☐ Large Scale Comprehensive Plan Map Amendment (more than 100 acres)

Change from: RL Change to: RM

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

STAFF USE ONLY: project # 23040019 Receipt # 4300000151

Case Number: CPA- 23 - 618 SS/LS **Date of Application:** 04/18/2023

Amount of Fee: $1,500.00 **Tax Map No.:** 70-A

Hearing Dates: P&Z 06 / 13 / 2023 BOCC 07 / 18 / 2023

This application has been reviewed for completeness and determined sufficient.

Melony Eldredge 4/24/2023
Signed: Planning and Zoning Manager **Date**

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

STRAP No. C- 05-35-29-A00-0390-0000 **STRAP No. C-** 05-35-29-A00-0400-0000

STRAP No. C- 05-35-29-200-0020-0000 **STRAP No. C-** ___-___-___-____-_____-_____

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   Print Name(s): HEARTLAND INVESTMENT LLC

   Mailing Address: P.O. BOX 3679, SEBRING, FLA. 33871

   Daytime Telephone No. (863) 381-1516 **E-Mail Address:** Drdkwaldron@yahoo.com

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   Print Name: RICK WHIDDEN

   Mailing Address: 4108 MULLIGAN CT. W. SEBRING, FLA. 33872

   Daytime Telephone No. (863) 381-1516 **E-Mail Address:** RICKWHIDDENDRAFTING@GMAIL.COM

NOTARIZED AUTHORIZATION:

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

- ☑ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved:
   MEDIUM DENSITY RESIDENTIAL "RM" IS REQUESTED.
   THIS WILL BE IN HARMONY WITH OTHER "RM" & "RH" LAND USE
   TO THE NORTH, SOUTH & WEST.

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

   a. Goal(s) FLU ELEMENT
   b. Objective(s) OBJECTIVE 1 GROTH MANAGEMENT
   c. Policy(ies) POLICY 1.2.D.3

PROPERTY INFORMATION:

5. **Legal Description(s) of Property Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description: complete description including section, township and range.
   SEE ATTACHED

6. **Street Address(es) of Property Covered by the Application**:
   4200 SPARTA & 4021 STILES LANE SEBRING, FLA. 33875

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable**: THE RANCH AT SPARTA

8. **Existing Zoning District:** A U **Existing Future Land Use Classification:** R L

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

10. **Are there existing structures on the property?** ☑ **Yes** ☐ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)
32' X 50' WOOD BARN

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

11. **Existing Property Information:** Size of Property (width) 1,390 feet, (depth) 958 +/- feet, road frontage 860 +/- feet, water frontage -0- feet, **Total acres:** 18.69 +/-

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

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

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

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

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	S.F.	RL	AU
South	MULTI FAM-S.F.-CHURC	RM & RH	R-3 & R-1-A
East	S.F.	RL	AU
West	S.F.-DUPLEX-STORAGE	COMM & RM	B-3, R-1 & R-2

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** 80

16. **Residential Density:** The proposed density is 4.3 units per acre.

17. **Intensity:** The proposed intensity is 220,000 square feet at 27% Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

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

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

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☑ **Yes** ☐ **No**
If Yes, the wastewater treatment system requirements will be accommodated by the CITY OF SEBRING system. PLEASE ATTACH A LETTER FROM THE SERVICE

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

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

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

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

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

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

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

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

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

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

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

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

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

END OF APPLICATION

ATTACHMENTS:

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

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

PRELIMINARY CONCURRENCY EVALUATION

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

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

A. Small Project: No Traffic Impact Study Required.

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

   1. Required with this application.
   2. Required at the time of development

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

   1. Required with this application
   2. Required at the time of development

D. TRAFFIC STUDY REQUIRED AT THE TIME OF DEVELOPMENT

Howell 3-6-23
Reviewer's Signature Date

Howell 3-6-23
County Engineer's Signature Date

Highlands County, Florida
Development Services Department Application

OWNER'S (CORPORATION) AFFIDAVIT

I, HEARTLAND INVESTMENT LLC, 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. _____
An appointment is required before entering the property. _____

Signed, Sealed and Delivered
In Our Presence:

Chelsea Bassett
Print Name: Chelsea Bassett

A. Kelly
Print Name: A. Killmon

HEARTLAND INVESTMENT LL,
a FLORIDA corporation

By: _____
Print Name: DAVID K. WALDRON
Title: MGR

STATE OF FLORIDA
COUNTY OF HIGHLANDS
The foregoing instrument was acknowledged before me this 7 day of March 2023, by David Heatley Waldron, President, of Heartland Inv., a _____ corporation, who is personally known to me or who has produced _____ as identification and who did take an oath.

Chanda T. Gray
Signature

Chanda T. Gray
Print Name
Notary Public, State of Florida

My Commission Expires: 7/21/2026

Parcel No. _____

Notary Public State of Florida
Chanda T Gray
My Commission HH 291157
Expires 7/21/2026

FORM B. APPLICANT AUTHORIZATION TO AGENT

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the FUTURE LAND USE CHANGE of the property described and which is the subject matter of the proposed hearing.

I give authorization for RICK WHIDDEN to be my agent for this application.

DAVID KEATLEY WALDRON
Print Name of Owner

Signature of Owner

P.O. BOX 3679
Address: Number and Street (P.O. Box)

SEBRING, FLA. 33871
City and State (Zip Code)

STATE OF FLORIDA, HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me this 7 day of March, 2023 by David Keatley Waldron who is personally known by me ☑ or who has produced _____, as identification and who did (did not) take an oath.

Signature

Chanda T. Gray
Print Name

Notary Public, State of Florida

My Commission Expires: 7/21/2026

Notary Public State of Florida
Chanda T Gray
My Commission HH 291157
Expires 7/21/2026

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

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

RICK WHIDDEN
Print Name of Agent

Signature of Agent

4108 MULLIGAN CT. W.
Address: Number and Street (P.O. Box)

SEBRING, FLA. 33872
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of March, 2023 by _____ who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Janice T. Walker
Notary Public, State Of Florida
Commission No. HH50378
My Commission Expires: 11/17/24

Signature

Janice T. Walker
Print Name

Notary Public, State of Florida
My Commission Expires: 11-17-2024

JOHN SHOOP MAYOR

COUNCIL:
LENARD CARLISLE, PRESIDENT
ROLAND BISHIP, PRO-TEMPORE
HARRISON HAVERY
TERRY MENDEL
JOSH STEWART

SEBRING
CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

April 18, 2023

To Whom It May Concern:

Re: 4200 Sparta Rd and 4021 Stiles Rd (C-05-35-29-A00-0390-0000 and C-05-35-29-A00-0400-0000

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

April 11, 2023

Jeff Kennedy
7045 County Road 17 South
Sebring, FL 33876

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

Proposed Development:
Applicant:
Location (map attached): 4200 Sparta Road and 4021 Stiles Road, Sebring, FL
C-05-35-29-A00-0400-0000, C-05-35-26-A00-0400-0000, C-05-35-29-200-+0020-0000

School Attendance Zones:
Elementary: **Cracker Trail Elementary**
Middle: **Sebring Middle**
High: **Sebring High**

Maximum Proposed Dwelling Units: ___Single Family _____Mobile Home **80** Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2022/2023 Student Generation Rates by Dwelling Unit Type

Dwelling unit Type	Elementary (K-5)	Middle (6-8)	High (9-12)
Single Family	0.129	0.061	0.074
Mobile Home	0.086	0.041	0.049
Multi-Family	0.080	0.038	0.046

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

The School Board of Highlands County
Transforming Today's Learners Into Tomorrow's Leaders

Department
Anjelica Tinajero Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
Cracker Trail Elementary	196.90	0	196.90	6.40	190.50
Sebring Middle	124.21	0	124.21	3.04	121.17
Sebring High	527.98	0	527.98	3.68	524.30

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

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Equal Opportunity Employment and Veteran's Preference Employer

ORDINANCE NO. 23-24-01

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#s C-05-35-29-A00-0400-0000, C-05-35-29-A00-0390-0000, AND C-05-35-29-200-0020-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.3167 empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-05-35-29-A00-0400-0000, C-05-35-29-A00-0390-0000, and C-05-35-29-200-0020-0000 (Property), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on June 13, 2023, to review the small-scale amendment to the Property, identified by CPA-23-618SS, which proposes a change to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission recommended approval of CPA-23-618SS and adoption of the subject Future Land Use Map amendment; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-23-618SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-23-618SS, is consistent with the goals, objectives and policies of the Plan; and

WHEREAS, the County has determined that Environmental clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map

amendment, CPA-23-618SS; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-23-618SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, the County has determined that the Property that is the subject of CPA-23-618SS is not located within an area of critical state concern; and

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

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

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

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID#s C-05-35-29-A00-0400-0000, C-05-35-29-A00-0390-0000, and C-05-35-29-200-0020-0000 consisting of approximately 18.64 acres and more particularly described as:

> Tract 2 and the north half of Tract 39, Stiles Ranchettes, Unrecorded, lying in Section 5, Township 35 South, Range 29 East, Highlands County, Florida, being more particularly described as follows: Commence at the northwest corner of the southwest 1/4 of Section 5, Township 35 South, Range 29 East, Highlands County, Florida; thence South 01°12'00" West, along the west line of said Section 5, a distance of 590.20 feet; thence South 88°42'59" East, a distance of 40.00 feet to the east right of way line of Sparta Road and for the Point of Beginning; thence continue South 88°42'59" East, a distance of 958.00 feet; thence South 01°12'00" West, a distance of 1,390.00 feet to a point lying on the north boundary line of Francis Sparta Estates, according to the Plat thereof recorded in Plat Book 13, Page 51 of the Public Records of Highlands County, Florida; thence North 88°42'59" West, along said north boundary line a distance of 420.50 feet;

thence North 01°12'00" East, a distance of 400.00 feet; thence South 88°42'59" East, a distance of 115.50 feet; thence North 01°12'00" East, a distance of 330.00 feet; thence South 88°42'59" East, a distance of 7.00 feet; thence North 01°12'00" East, a distance of 330.00 feet; thence North 88°42'59" West, a distance of 660.00 feet to a point lying on the said east right of way line of Sparta Road; thence North 01°12'00" East, along said right of way a distance of 330.00 feet to the Point of Beginning.

is hereby changed from “Low Density Residential” to “Medium Density Residential”.

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Medium Density Residential.

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

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-23-618SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER’S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Commerce or the Administration Commission issues a final order determining

that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

DONE AND ADOPTED this 7th day of November, 2023.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
_____, Chairperson

ATTEST_____
Jerome Kaszubowski, Clerk

Highlands County Board of County Commissioners

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

ORDINANCE NUMBER: 23-24-01

ORDINANCE TITLE: CPA-23-618SS

DEPARTMENT: Development Services

MEETING DATE: November 7, 2023

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: .
- Additional applicable information:

X 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: November 7, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2128, changing the Official Zoning Atlas for three (3) parcels totaling an approximate 18.64 acres, from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for three (3) parcels totaling an approximate 18.64 acres, from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD). The three parcels currently operate as a pasture for grazing soil and are vacant of native vegetation. The Applicant is proposing to utilize the property for a future 80-unit multiple-family residential development.

There is a companion request for a Future Land Use Map Amendment from Low Density Residential (RL) to Medium Density Residential (RM), CPA-23-618SS.

The Planning and Zoning Commission recommended approval of P&Z 2128 as presented, with six supporting votes and one dissenting vote.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 23-24-05, P&Z 2128, changing the Official Zoning Atlas for an approximate 18.64 acres, from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-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 2128 for BCC Heartland Investment, LLC.pdf
Application P&Z 2128 Heartland Investment, LLC.pdf
Resolution P&Z 2128 - Heartland Investment.pdf
Response Letters Map (effective 10.4.2023).pdf
Letters In Favor as of 10.25.23.pdf
Letters In Opposition as of 10.25.23.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 11/7/2023
Case Number: P&Z 2128	**Case Name:** Heartland Investment, LLC The Ranch at Sparta
Agent: Jeff Kennedy, Dana Riddell, and/or TJ Wohl	**Property Owners:** Heartland Investment, LLC
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Rezone three (3) parcels totaling an approximate 18.64 acres, from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD)

General Location: Three (3) parcels totaling an approximate 18.64 acres located on the east side of Sparta Road, approximately 1.13 miles west of US 27, 2.95 miles north of State Road 66, and 0.12 miles south of Schlosser Road; the address being unassigned for one parcel (Parcel C-05-35-29-A00-0400-0000), and addresses for the other two parcels being 4200 Sparta Road and 4021 Stiles Lane, Sebring

PARCEL ID: C-05-35-29-A00-0400-0000
C-05-35-29-A00-0390-0000
C-05-35-29-200-0020-0000

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 23-24-05, P&Z 2128, changing the Official Zoning Atlas for an approximate 18.64 acres, from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-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 to approve and adopt by Resolution, P&Z 2128, changing the Official Zoning Atlas for an approximate 18.64 acres, from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the June 13, 2023 DRAFT P&Z Minutes and Recommendation to the BCC: "C. HEARING NUMBER P&Z 2128 – HEARTLAND INVESTMENT, LLC C/O RICK WHIDDEN** Three (3) parcels totaling an approximate 18.64 acres

located on the east side of Sparta Road, approximately 1.13 miles west of US 27, 2.95 miles north of State Road 66, and 0.12 miles south of Schlosser Road; the address being unassigned for one parcel (Parcel C-05-35-29-A00-0400-0000), and addresses for the other two parcels being 4200 Sparta Road and 4021 Stiles Lane, Sebring; and abbreviated legal description as follows: Three (3) parcels totaling an approximate 18.64 acres located in Section 5, Township 35 South, Range 29 East, Highlands County, Florida.

The Applicant is requesting a zoning change from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD). Mrs. Hunnicutt read the request and Mr. Garcia, Mr. Jeff Kennedy (acting Agent), and Mr. Keatley Waldron (property owner) presented the request. There were 12 letters received in favor of the request from 12 individuals representing 11 households. There were 41 letters received against the request from 37 individuals representing 31 households. Two (2) members of the audience spoke in favor of the request noting property rights and the need for additional housing with the expected growth throughout the State and County. Nine (9) members of the audience spoke against the request noting concerns of increased traffic, noise, and crime; drainage and flooding issues; whether the development would be rental units; infrastructure requirements; and environmental concerns. Mr. Kennedy confirmed the development would connect to City water and sewer lines, is planning a retention area larger than required by Code, and noted the development is proposed to be sold as townhome units. Staff also clarified that the County is not permitted to prohibit rentals, as it would be a violation of Federal housing requirements.

Motion by Mr. Miller and seconded by Ms. Pipal to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2128, changing the Official Zoning Atlas for three (3) parcels totaling an approximate 18.64 acres from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law along with the conditions of approval as listed in the Staff Report and as stated on the record.

Upon roll call, Ms. Pipal, Mr. Youngman, Mrs. Ezell, Mr. Leonardo, Mr. Miller and Mrs. Hunnicutt voted yes, and Mr. Ingler voted no. **Motion carried 6-1."**

4. Conditions of approval are included in the adopting Resolution and are as follows:

1. The underlying or base zoning regulations for this PD District shall be the R-3 District and any use or allowance not specified herein will be as defined in the R-3 District as provided in Section 12.05.213 of the Code.

2. There shall be a maximum of 80 dwelling units.

3. The minimum living area shall be 1,200 square feet of living space per dwelling unit; the maximum living area shall be 2,500 square feet of living space.

4. Each dwelling unit shall have at minimum a one-car garage.

5. Each dwelling unit shall have a maximum occupancy of five (5) persons.

6. Dwelling unit shall be limited to one-story with a maximum height of 25 feet.

7. The clubhouse, if any, shall be limited to two-stories with a maximum height of 40 feet.

8. The minimum property boundary line setbacks shall be as follows:

    a. North: 25 feet.

    b. South: 25 feet.

    c. East: 50 feet.

    d. West: 25 feet; with the structures directly adjacent to Sparta Road to be setback a minimum of 120 feet from the centerline of Sparta Road.

9. Minimum yard requirements shall be as follows:

    a. Front: 19 feet, measured from the edge of pavement.

    b. Side: 0 feet between interior units, with no less than 15 feet between buildings, and 25 feet to the property boundary line. The distance shown between buildings on the conceptual site plan is for estimation purposes only; however, at the time of development, the buildings shall have a separation of no less than 15 feet between each.

    c. Rear: No less than 30 feet between the rear of one building and the side of another and no less than 40 feet between the rear of two buildings. The distance shown between buildings on the conceptual site plan are approximates.

    d. Corner: 19 feet, measured from the edge of pavement.

10. The Entrance Sign may be placed no closer than 5 feet to the property line along Sparta Road.

11. There shall be a 6-foot-tall wall, matching the color and texture of the proposed dwelling units, constructed along the northerly boundary of the property as indicated on the conceptual PD site development plan.

12. The individual units may be sold as townhomes by metes and bounds description. A Homeowners Association shall be created to maintain all common areas of the development and ensure the general development requirements of this R-3 PD.

13. All internal roads shall be privately owned and maintained by the Homeowners Association and shall be no less than twenty-four (24) feet in width of roadway, with at least three (3) feet on either side of the roadway for a total of a 30-foot-wide private right-of-way. Internal roadways shall not be dedicated to Highlands County for maintenance.

14. The Conceptual PD Site Development plan for this R-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.

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of three parcels totaling an approximate 18.64 acres, from AU to R-3 PD.

The three parcels currently operate as a pasture for grazing soil, which contains one 50' x 32' wood barn for the associated agricultural operation and is vacant of native vegetation. The Applicant is proposing to utilize the property for a future 80-unit multiple-family residential development.

There is a companion request for a Future Land Use Map Amendment from Low Density Residential (RL) to Medium Density Residential (RM), CPA-23-618SS.

2. Notices to Surrounding Property Owners.

On May 11, 2023, notices were mailed to 49 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

On September 29, 2023, notices of a new hearing date were mailed to 44 property owners notifying them of the public hearings for the Board of County Commissioners.

The difference between the two quantities of notices to surrounding property owners is due to an overcount in the initial set of notices than what is required by the 500-foot threshold buffer area. Both sets of notices include all property owners that fall within the required 500-foot buffer area.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Grazing Soil	RL	AU
Adjacent Property to the North	Grazing Soil/Single-Family Residences (SFR)	RL	AU

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the South	Vacant (formerly Children's Home Society), Church, & SFRs	High Density Residential (RH), RM/RL, & RM	Multiple-Family Dwelling including Motel and Hotel District (R-3), AU, & Residential District (R-1A)
Adjacent Property to the East	Grazing Soil/SFRs	RL	AU
Adjacent Property to the West	Duplexes, SFR, & Warehouse Storage	RM & Commercial (C)	Two-Family Dwelling District (R-2), Residential District (R-1), & Business District (B-3)

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.2, Low Density Residential (RL) and Policy 1.2.D.3, Medium Density Residential (RM).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU); Section 12.05.213: Multiple-Family Dwelling including Motel and Hotel District (R-3); and 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 development review process and additional requirements may be identified at that time.

Florida Department of Health: No objection.

2. The following Departments, Divisions, and Agencies offered no comment: Natural Resources Division, Florida Department of Environmental Protection, and Sebring Regional Airport.

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

Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

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

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 95 and 100 feet.
2. **Soils:** The soils underlying the site are *Tavares Sand, 0 to 5 percent slopes* and *Satellite Sand, 0 to 2 percent slopes.*
   Tavares Sand, 0 to 5 percent slopes. The available water capacity is very low, with a rapid to very rapid permeability. Depth to the water table is about 42 to 72 inches. This soil is nearly level to gently sloping and is moderately well drained. For most urban uses, the soil has moderate limitations because of the seasonal high-water table and its relative proximity to the surface.
   Satellite Sand, 0 to 2 percent slopes. The available water capacity is very low, with a very rapid permeability. Depth to the water table is about 18 to 42 inches. This soil is nearly level and is somewhat poorly drained. For most urban uses, including recreational development, the soil has severe limitations because of the seasonal high-water table and its close proximity to the surface. However, this limitation can be minimized by adding suitable topsoil or stabilizing the surface.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is for grazing soil.
2. **Vesting Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of AU.
4. **Proposed Zoning Designation:** The proposed zoning designation is R-3 PD.
5. **Current Zoning Population Yield:** The current zoning allows up to 1 dwelling unit per 5 acres. The three parcels currently have a potential population yield of 6 persons; 18.64 ÷ 5 acres = 3.72 dwelling units; 3 dwelling units x the average household size of 2.25 persons = 6.75 persons.
6. **Proposed Zoning Population Yield:** The proposed zoning would allow up to 80 dwelling units and a maximum of 5 persons per unit, which would carry a potential population yield of 400 persons; 80 units x 5 persons = 400 persons. The average household size in Highlands County is 2.25 persons; therefore, the potential population yield is more likely to be 180 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for an 80-unit multi-family development

comprised of single-story units, with the possibility of construction for a clubhouse facility with a swimming pool.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0229C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has two points of direct access onto Sparta Road.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks or rail spurs.
6. **Recreation:** The proposed development will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

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

F. **Schools:** The permitted uses within the Medium Density Residential Future Land Use designation will generate student impacts to the school district; school concurrency **is** required.

G. **Airports:** The subject property is located approximately 10.2 miles southeast of the Avon Park Executive Airport and 6.24 miles west of the Sebring Regional Airport.

Mandatory Findings of Fact:

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

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

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

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

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

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2128, changing the Official Zoning Atlas for approximately 18.64 acres from Agricultural District (AU) to Multiple-Family Dwelling Planned Development District (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law with the following conditions of approval:

1. **The underlying or base zoning regulations for this PD District shall be the R-3 District and any use or allowance not specified herein will be as defined in the R-3 District as provided in Section 12.05.213 of the Code.**

2. **There shall be a maximum of 80 dwelling units.**

3. **The minimum living area shall be 1,200 square feet of living space per dwelling unit; the maximum living area shall be 2,500 square feet of living space.**

4. **Each dwelling unit shall have at minimum a one-car garage.**

5. **Each dwelling unit shall have a maximum occupancy of five (5) persons.**

6. **Dwelling units shall be limited to one-story with a maximum height of 25 feet.**

7. **The clubhouse, if any, shall be limited to two-stories with a maximum height of 40 feet.**

8. **The minimum property boundary line setbacks shall be as follows:**

    a. **North: 25 feet.**

    b. **South: 25 feet.**

    c. **East: 50 feet.**

    d. **West: 25 feet; with the structures directly adjacent to Sparta Road to be setback a minimum of 120 feet from the centerline of Sparta Road.**

9. **Minimum yard requirements shall be as follows:**

    a. **Front: 19 feet, measured from the edge of pavement.**

    b. **Side: 0 feet between interior units, with no less than 15 feet between buildings, and 25 feet to the property boundary line. The distance shown between buildings on the conceptual site plan is for estimation purposes only; however, at the time of development, the buildings shall have a separation of no less than 15 feet between each.**

    c. **Rear: No less than 30 feet between the rear of one building and the side of another and no less than 40 feet between the rear of two buildings. The distance shown between buildings on the conceptual site plan are approximates.**

    d. **Corner: 19 feet, measured from the edge of pavement.**

10. **The Entrance Sign may be placed no closer than 5 feet to the property line along Sparta Road.**

11. **There shall be a 6-foot-tall wall, matching the color and texture of the proposed dwelling units, constructed along the northerly boundary of the property as indicated on the conceptual PD site development plan.**

12. **The individual units may be sold as townhomes by metes and bounds description. A Homeowners Association shall be created to maintain all common areas of the development and ensure the general development requirements of this R-3 PD.**

13. **All internal roads shall be privately owned and maintained by the Homeowners Association and shall be no less than twenty-four (24) feet in width of roadway, with at least three (3) feet on either side of the roadway for a total of a 30-foot-wide private right-of-way. Internal roadways shall not be dedicated to Highlands County for maintenance.**

14. **The Conceptual PD Site Development plan for this R-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.**

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map
Exhibit 5: PD Conceptual Site Plan

Exhibit 1:

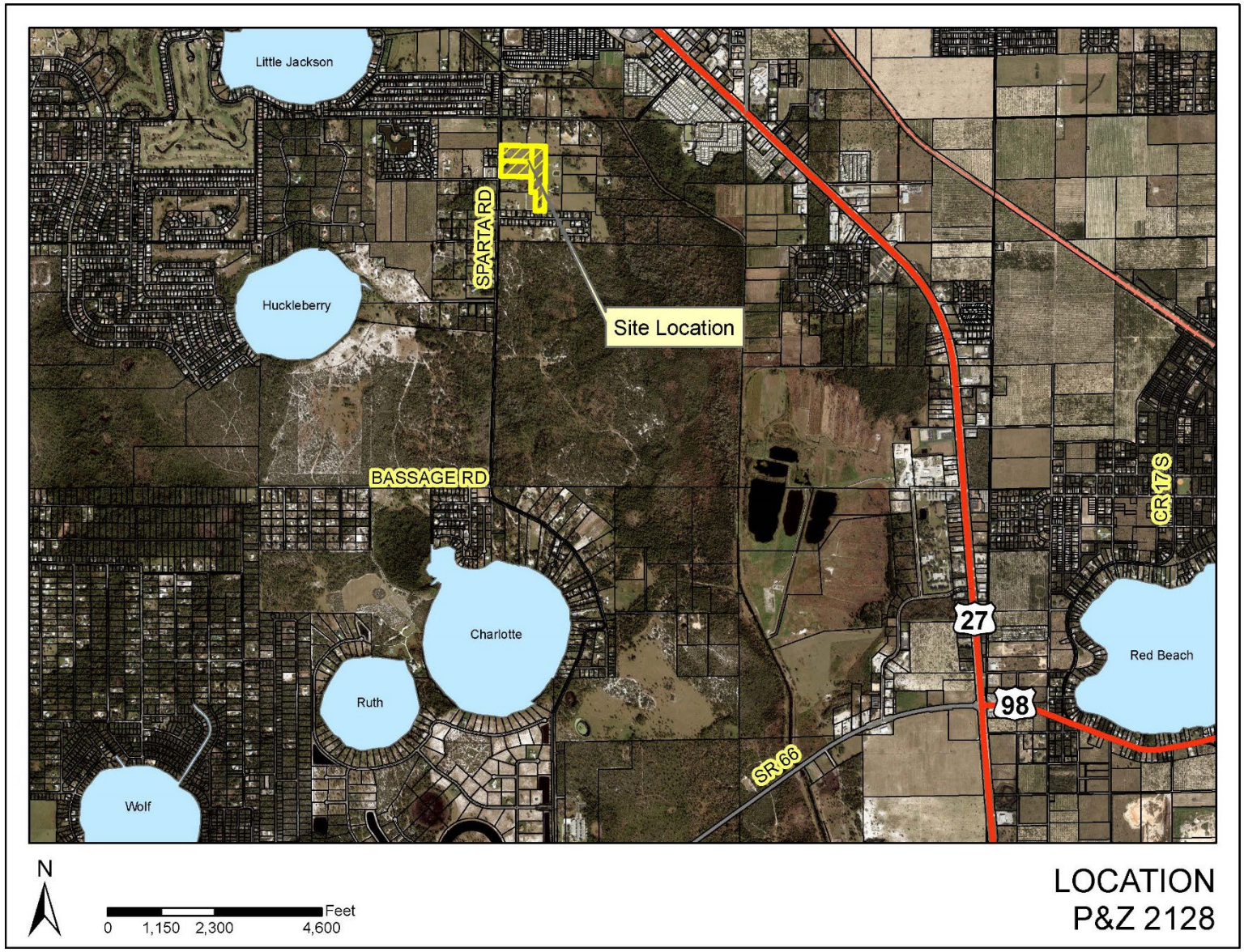

Little Jackson
SPARTA RD
Site Location
Huckleberry
BASSAGE RD
CR 17 S
27
Charlotte
Red Beach
Ruth
98
SR 66
Wolf
N
Feet
0 1,150 2,300 4,600
LOCATION
P&Z 2128

Exhibit 2:

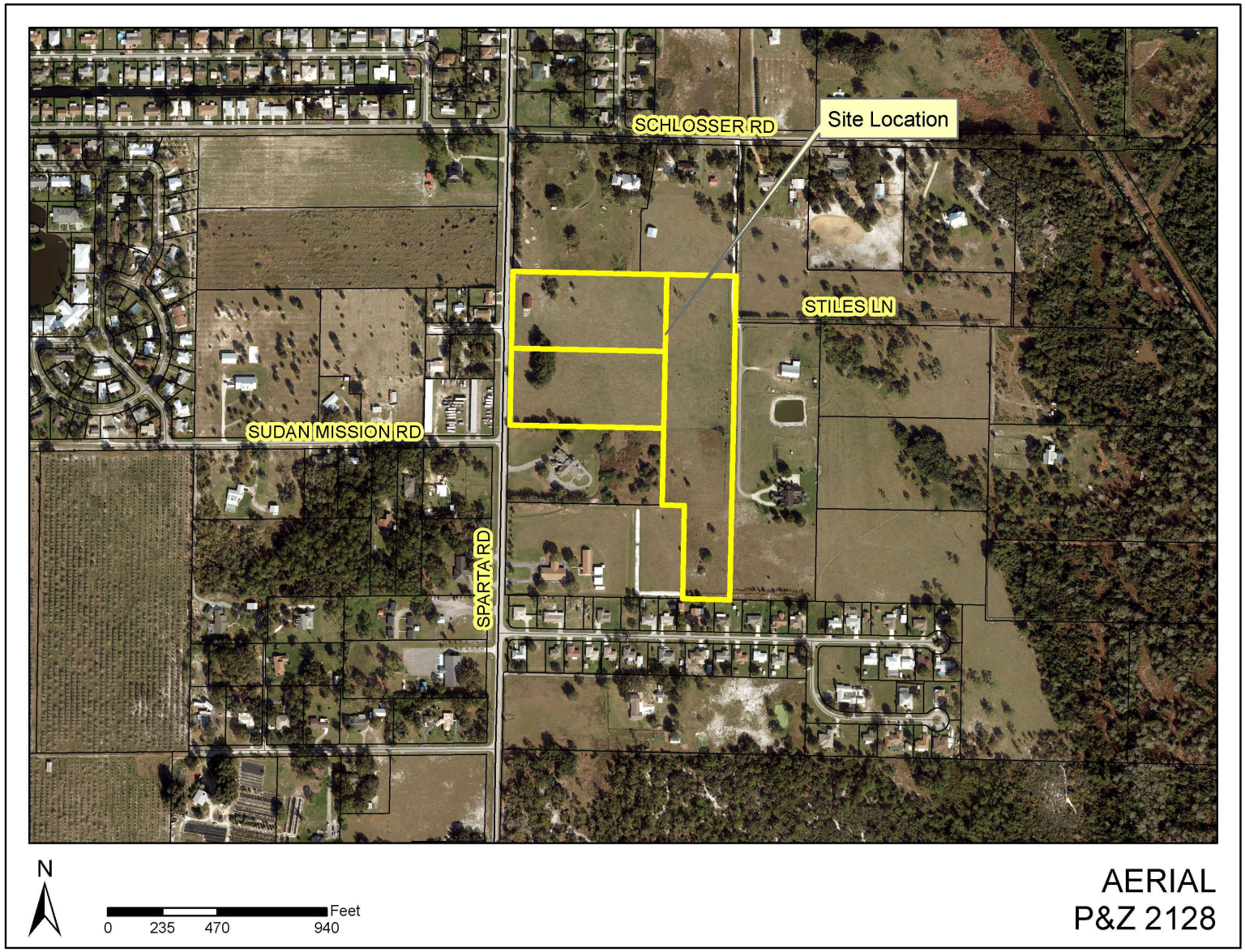

SCHLOSSER RD
Site Location
STILES LN
SUDAN MISSION RD
SPARTA RD
N
Feet
0
235
470
940
AERIAL
P&Z 2128

Exhibit 3:

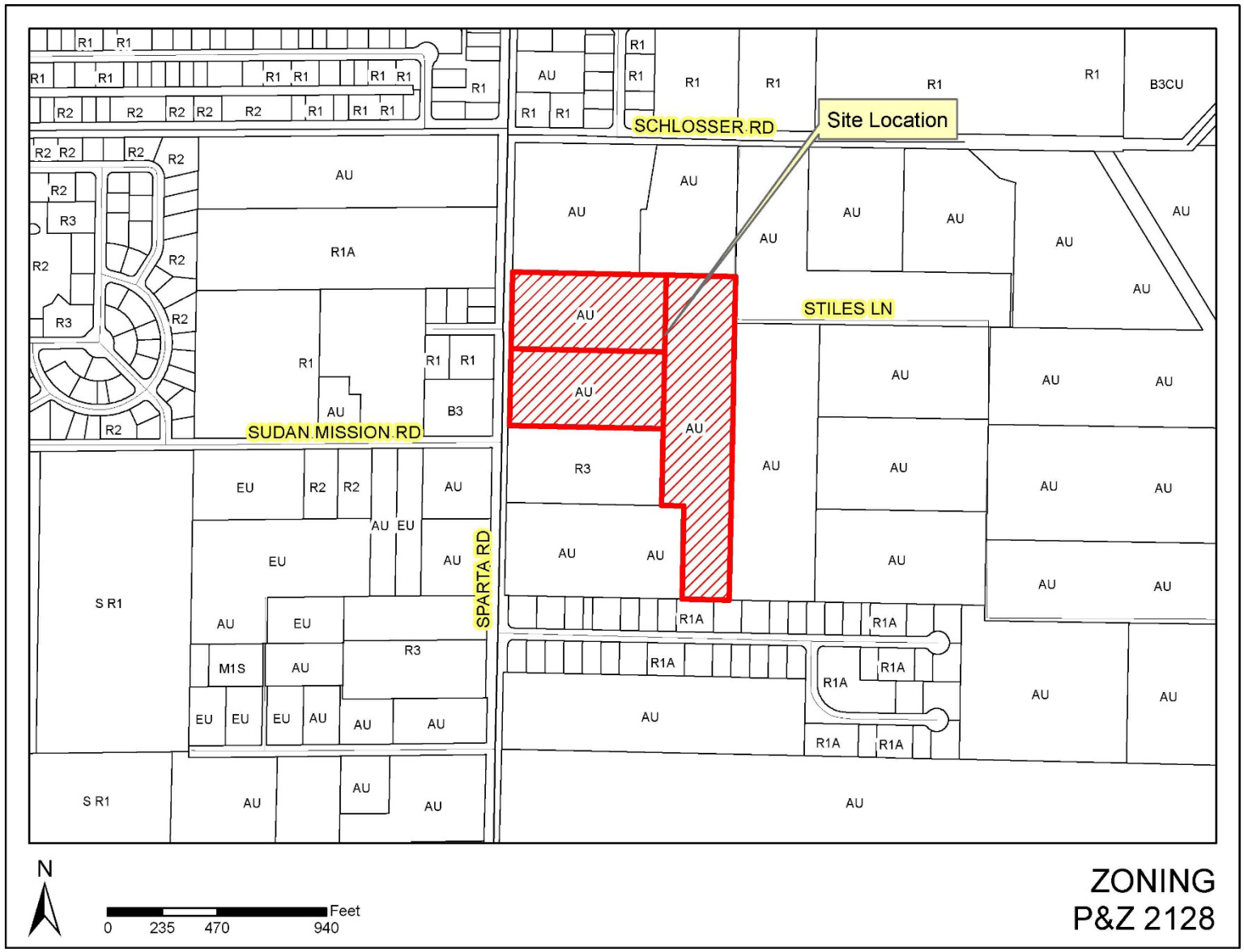

SCHLOSSER RD
Site Location
STILES LN
SUDAN MISSION RD
SPARTA RD
N
0
235
470
940
Feet
ZONING
P&Z 2128

Exhibit 4:

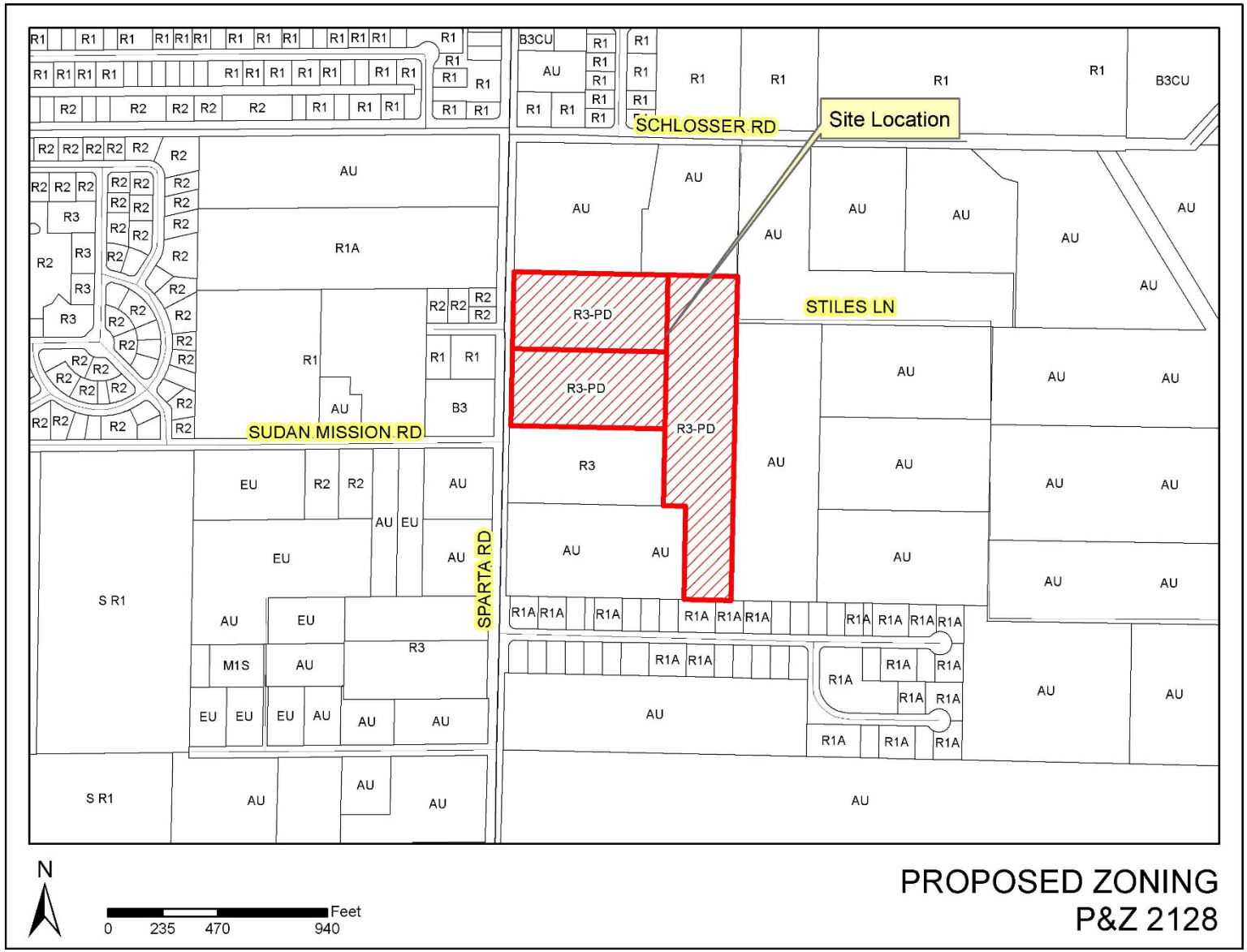
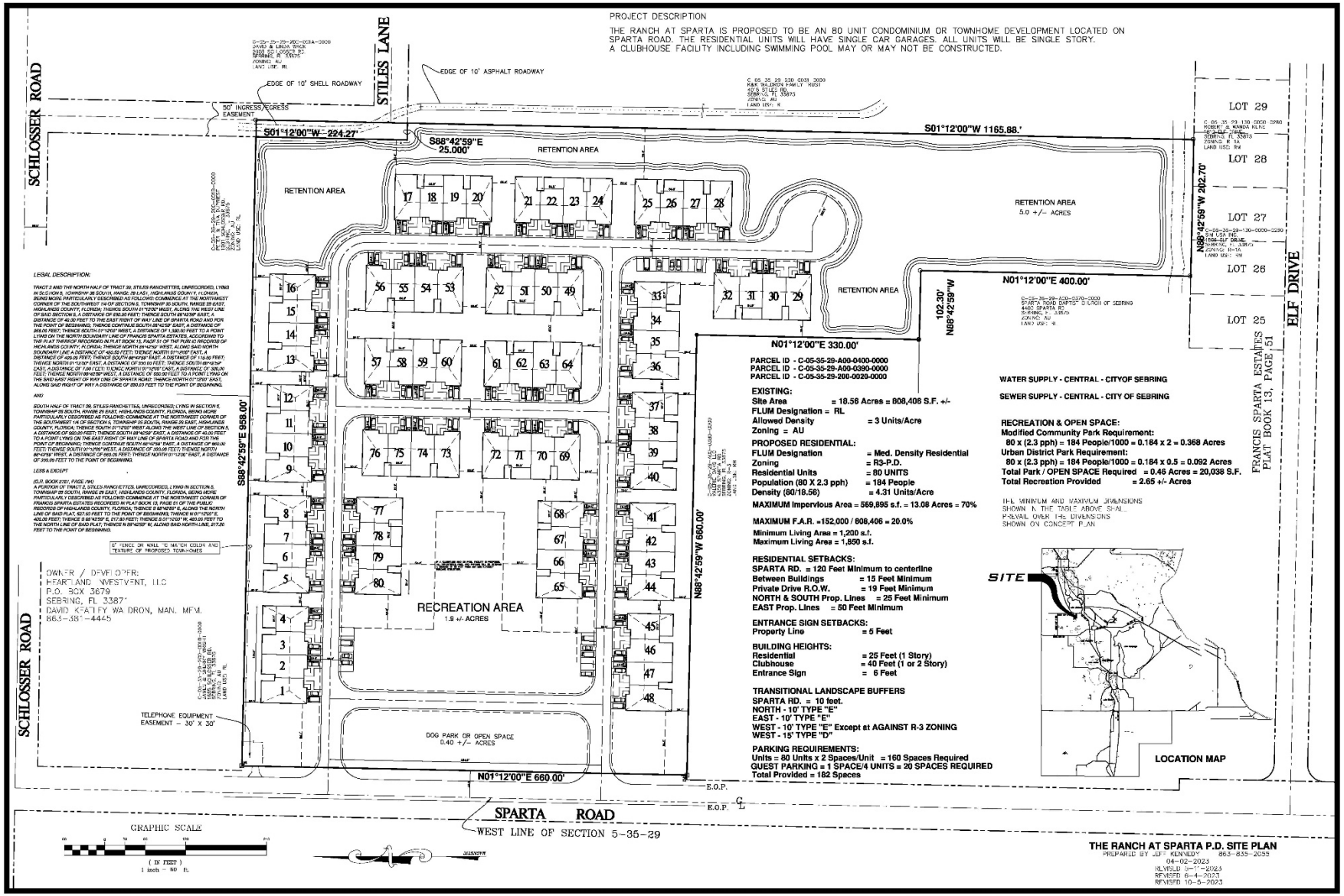

SCHLOSSER RD
Site Location
STILES LN
SUDAN MISSION RD
SPARTA RD
R3-PD
R3-PD
R3-PD
N
0
235
470
940
Feet
PROPOSED ZONING
P&Z 2128

Exhibit 5:


PROJECT DESCRIPTION
THE RANCH AT SPARTA IS PROPOSED TO BE AN 80 UNIT CONDOMINIUM OR TOWNHOME DEVELOPMENT LOCATED ON SPARTA ROAD. THE RESIDENTIAL UNITS WILL HAVE SINGLE CAR GARAGES. ALL UNITS WILL BE SINGLE STORY. A CLUBHOUSE FACILITY INCLUDING SWIMMING POOL MAY OR MAY NOT BE CONSTRUCTED.
SCHLOSSER ROAD
STILES LANE
EDGE OF 10' SHELL ROADWAY
EDGE OF 10' ASPHALT ROADWAY
50' INGRESS/EGRESS EASEMENT
S01°12'00"W 224.27'
S88°42'59"E 25.000'
S01°12'00"W 1165.88.'
RETENTION AREA
RETENTION AREA
RETENTION AREA
5.0 +/- ACRES
RETENTION AREA
LOT 29
LOT 28
LOT 27
LOT 26
LOT 25
ELF DRIVE
FRANCIS SPARTA ESTATES PLAT BOOK 13, PAGE 51
N88°42'59"W 202.70'
N01°12'00"E 400.00'
N88°42'59"W 102.30'
N01°12'00"E 330.00'
S88°42'59"E 958.00'
N88°42'59"W 660.00'
N01°12'00"E 660.00'
LEGAL DESCRIPTION:
PARCEL ID - C-05-35-29-A00-0400-0000
PARCEL ID - C-05-35-29-A00-0390-0000
PARCEL ID - C-05-35-29-200-0020-0000
EXISTING:
Site Area = 18.56 Acres = 808,406 S.F. +/-
FLUM Designation = RL
Allowed Density = 3 Units/Acre
Zoning = AU
PROPOSED RESIDENTIAL:
FLUM Designation = Med. Density Residential
Zoning = R3-P.D.
Residential Units = 80 UNITS
Population (80 X 2.3 pph) = 184 People
Density (80/18.56) = 4.31 Units/Acre
MAXIMUM Impervious Area = 569,895 s.f. = 13.08 Acres = 70%
MAXIMUM F.A.R. =152,000 / 808,406 = 20.0%
Minimum Living Area = 1,200 s.f.
Maximum Living Area = 1,850 s.f.
RESIDENTIAL SETBACKS:
SPARTA RD. = 120 Feet Minimum to centerline
Between Buildings = 15 Feet Minimum
Private Drive R.O.W. = 19 Feet Minimum
NORTH & SOUTH Prop. Lines = 25 Feet Minimum
EAST Prop. Lines = 50 Feet Minimum
ENTRANCE SIGN SETBACKS:
Property Line = 5 Feet
BUILDING HEIGHTS:
Residential = 25 Feet (1 Story)
Clubhouse = 40 Feet (1 or 2 Story)
Entrance Sign = 6 Feet
TRANSITIONAL LANDSCAPE BUFFERS
SPARTA RD. = 10 feet.
NORTH - 10' TYPE "E"
EAST - 10' TYPE "E"
WEST - 10' TYPE "E" Except at AGAINST R-3 ZONING
WEST - 15' TYPE "D"
PARKING REQUIREMENTS:
Units = 80 Units x 2 Spaces/Unit = 160 Spaces Required
GUEST PARKING = 1 SPACE/4 UNITS = 20 SPACES REQUIRED
Total Provided = 182 Spaces
WATER SUPPLY - CENTRAL - CITYOF SEBRING
SEWER SUPPLY - CENTRAL - CITY OF SEBRING
RECREATION & OPEN SPACE:
Modified Community Park Requirement:
80 x (2.3 pph) = 184 People/1000 = 0.184 x 2 = 0.368 Acres
Urban District Park Requirement:
80 x (2.3 pph) = 184 People/1000 = 0.184 x 0.5 = 0.092 Acres
Total Park / OPEN SPACE Required = 0.46 Acres = 20,038 S.F.
Total Recreation Provided = 2.65 +/- Acres
THE MINIMUM AND MAXIMUM DIMENSIONS SHOWN IN THE TABLE ABOVE SHALL PREVAIL OVER THE DIMENSIONS SHOWN ON CONCEPT PLAN.
OWNER / DEVELOPER:
HEARTLAND INVESTMENT, LLC
P.O. BOX 3679
SEBRING, FL 33871
DAVID KEATLEY WA DRON, MAN. MEM.
863-381-4445
RECREATION AREA
1.9 +/- ACRES
DOG PARK OR OPEN SPACE
0.40 +/- ACRES
TELEPHONE EQUIPMENT EASEMENT - 30' X 30'
6' FENCE OR WALL TO MATCH COLOR AND TEXTURE OF PROPOSED TOWNHOMES
SITE
LOCATION MAP
E.O.P.
E.O.P.
SPARTA ROAD
WEST LINE OF SECTION 5-35-29
GRAPHIC SCALE
(IN FEET)
1 inch = 80 ft.
THE RANCH AT SPARTA P.D. SITE PLAN
PREPARED BY JEFF KENNEDY 863-835-2055
04-02-2023
REVISED 9-11-2023
REVISED 6-4-2023
REVISED 10-5-2023

Highlands County, Florida
Zoning Change Application

Zoning change from: AU
Zoning change to: R3-PD

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

****

SECTION I: STAFF USE ONLY:

Project #23040018

P&Z Hearing Number: 2128 **Date of Application:** 04/18/2023
Amount of Fee: $ #1950.00 **Receipt No.:** 430000150 **Tax Map No.:** 70-A
Hearing Dates: LP: _____ **P&Z:** 06/13/2023 **BCC:** 07/18/2023

****

This application has been reviewed for completeness and determined sufficient:

Rachel B J
Zoning Supervisor

4/27/2023
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: HEARTLAND INVESTMENT LLC
   Mailing Address: P.O. BOX 3679 SEBRING, FLA. 33871
   Telephone No.: 863-381-4445 **E-Mail Address:** Drdkwaldron@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: RICK WHIDDEN
   Mailing Address: 4108 MULLIGAN CT. W. SEBRING, FLA. 33872
   Telephone No.: 863-381-1516 **E-Mail Address:** RICKWHIDDENDRAFTING@GMAIL.COM

NOTARIZED AUTHORIZATION:

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

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

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-05-35-29-A00-0390-0000 **STRAP #:**C-05-35-29-A00-0400-0000
   STRAP #:C-05-35-29-200-0020-0000 **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:**
   4200 SPARTA ROAD & 4021 STILES LANE SEBRING, FLA. 33875

****

SECTION III: INFORMATION ABOUT EXISTING USES:

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

7. **Existing Property Information:** Size of Property (width) 1,390.00 +/- feet, (depth) 958.00 +/- feet, street frontage 860.00 +/- feet, water frontage -0- feet, **Total acres** 18.69 +/-
   If different from the total acreage, the upland, or developable portion is _____ +/- acres.

8. **Are there existing structures on the property?** ☑Yes ☐No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? 32' X 50' WOOD BARN
   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	S.F.R.	RL	AU
South	MULTIFAMILY, S.F.R. & CHURCH	RM & RH	R-3 & R-1-A
East	S.F.R.	RL	AU
West	S.F.R. DUPLEX & STORAGE	COMM. & RM	B-3, R-1 & R-2

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** PROPOSED CHANGE IS NEEDED FOR MULTIPLE FAMILY DEVELOPMENT

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** 80 UNITS OR 4.3 UNITS PER ACRE

16. **Proposed Development Standards (if applicable):**
    A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
    B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building N/A divided by Parcel size N/A = FAR N/A %

****

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

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

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

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

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

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

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

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

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

If Yes, the wastewater treatment system requirements will be accommodated by the CITY OF SEBRING system.

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

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

a. The facility has the designed capacity for pumping and treating SEE ATTACHED gpcd.
b. The facility has a permitted capacity for SEE ATTACHED gpcd.
c. The facility has an average demand or committed capacity for SEE ATTACHED gpcd.
d. The facility has an excess capacity of SEE ATTACHED gpcd.
e. This proposed development will require approximately SEE ATTACHED 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 WASTE CONNECTIONS refuse collection company.

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

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: RECREATION & GREEN SPACE WILL BE MET @ TIME OF DEVELOPMENT

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

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ■Yes ☐No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZ III.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

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

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

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

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

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

TRACT 2 AND THE NORTH HALF OF TRACT 39, STILES RANCHETTES, UNRECORDED, LYING IN SECTION 5, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA; THENCE SOUTH 01°12'00" WEST, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 590.20 FEET; THENCE SOUTH 88°42'59" EAST, A DISTANCE OF 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF SPARTA ROAD AND FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°42'59" EAST, A DISTANCE OF 958.00 FEET; THENCE SOUTH 01°12'00" WEST, A DISTANCE OF 1,390.00 FEET TO A POINT LYING ON THE NORTH BOUNDARY LINE OF FRANCIS SPARTA ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGE 51 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 88°42'59" WEST, ALONG SAID NORTH BOUNDARY LINE A DISTANCE OF 420.50 FEET; THENCE NORTH 01°12'00" EAST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 88°42'59" EAST, A DISTANCE OF 115.50 FEET; THENCE NORTH 01°12'00" EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 88°42'59" EAST, A DISTANCE OF 7.00 FEET; THENCE NORTH 01°12'00" EAST, A DISTANCE OF 330.00 FEET; THENCE NORTH 88°42'59" WEST, A DISTANCE OF 660.00 FEET TO A POINT LYING ON THE SAID EAST RIGHT OF WAY LINE OF SPARTA ROAD; THENCE NORTH 01°12'00" EAST, ALONG SAID RIGHT OF WAY A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

AND

SOUTH HALF OF TRACT 39, STILES RANCHETTES, UNRECORDED; LYING IN SECTION 5, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA; THENCE SOUTH 01°12'00" WEST ALONG THE WEST LINE OF SECTION 5, A DISTANCE OF 920.20 FEET; THENCE SOUTH 88°42'59" EAST, A DISTANCE OF 40.00 FEET TO A POINT LYING ON THE EAST RIGHT OF WAY LINE OF SPARTA ROAD AND FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°42'59" EAST, A DISTANCE OF 660.00 FEET; THENCE SOUTH 01°12'00" WEST, A DISTANCE OF 330.00 FEET; THENCE NORTH 88°42'59" WEST, A DISTANCE OF 660.00 FEET; THENCE NORTH 01°12'00" EAST, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT

(O.R. BOOK 2127, PAGE 794)

A PORTION OF TRACT 2, STILES RANCHETTES, UNRECORDED, LYING IN SECTION 5, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF

FRANCIS SPARTA ESTATES RECORDED IN PLAT BOOK 13, PAGE 51 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE S 88°42'59" E, ALONG THE NORTH LINE OF SAID PLAT, 527.50

FEET TO THE POINT OF BEGINNING; THENCE N 01°12'00" E, 400.00 FEET; THENCE S 88°42'59" E, 217.80 FEET; THENCE S 01°12'00" W, 400.00 FEET TO THE NORTH LINE OF SAID PLAT; THENCE N 88°42'59" W, ALONG SAID NORTH LINE, 217.80 FEET TO THE POINT OF BEGINNING.

JOHN SHOOP MAYOR

COUNCIL:
LENARD CARLISLE, PRESIDENT
ROLAND BISHIP, PRO-TEMPORE
HARRISON HAVERY
TERRY MENDEL
JOSH STEWART

SEBRING
CITY ON THE CIRCLE
UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

April 18, 2023

To Whom It May Concern:

Re: 4200 Sparta Rd and 4021 Stiles Rd (C-05-35-29-A00-0390-0000 and C-05-35-29-A00-0400-0000

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

April 11, 2023

Jeff Kennedy
7045 County Road 17 South
Sebring, FL 33876

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

Proposed Development:
Applicant:
Location (map attached): 4200 Sparta Road and 4021 Stiles Road, Sebring, FL
C-05-35-29-A00-0400-0000, C-05-35-26-A00-0400-0000, C-05-35-29-200-+0020-0000

School Attendance Zones:
Elementary: **Cracker Trail Elementary**
Middle: **Sebring Middle**
High: **Sebring High**

Maximum Proposed Dwelling Units: ___Single Family _____Mobile Home __80__ Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2022/2023 Student Generation Rates by Dwelling Unit Type

Dwelling unit Type	Elementary (K-5)	Middle (6-8)	High (9-12)
Single Family	0.129	0.061	0.074
Mobile Home	0.086	0.041	0.049
Multi-Family	0.080	0.038	0.046

Dr. Brenda Longshore, Superintendent
Donna Howerton, Chairperson · Jan Shoop. Vice Chairperson
Isaac Durrance · Reese Martin · Nicole Radonski

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Department
Anjelica Tinajero Business/Operations

426 School Street
Sebring, FL 33870
(863) 471-5626
ramostia@highlands.k12.fl.us

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
Cracker Trail Elementary	196.90	0	196.90	6.40	190.50
Sebring Middle	124.21	0	124.21	3.04	121.17
Sebring High	527.98	0	527.98	3.68	524.30

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

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT (Corporation)

I, HEARTLAND INVESTMENT LLC, 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. _____

An appointment is required before entering the property. _____

Signed, Sealed and Delivered in our presence:

Chelsea Bassett
Print Name: Chelsea Bassett

A. Kilmon
Print Name: A. Kilmon

HEARTLAND INVESTMENT LLC
a FLORIDA corporation.
By: David Keatley Waldron
Print Name: DAVID KEATLEY WALDRON
Title: MGR

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7 day of March, 2023 by David Keatley Waldron who is personally known by me ☑ or who has produced _____, as identification and who did take an oath:

Chanda T. Gray
Signature

Chanda T. Gray
Print Name

Notary Public, State of Florida
My Commission Expires: 7/21/2026

Notary Public State of Florida
Chanda T Gray
My Commission HH 291157
Expires 7/21/2026

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
HEARTLAND INVESTMENT, L.L.C.

Filing Information

Document Number	L00000002112
FEI/EIN Number	59-3621023
Date Filed	02/25/2000
State	FL
Status	ACTIVE

Principal Address

4015 STILES LANE
SEBRING, FL 33875

Changed: 04/16/2009

Mailing Address

P.O. BOX 3679
SEBRING, FL 33871 36

Changed: 03/23/2010

Registered Agent Name & Address

WALDRON, DAVID KEATLEY
4015 STILES LANE
SEBRING, FL 33875

Address Changed: 04/16/2009

Authorized Person(s) Detail

Name & Address

Title MGR

WALDRON, DAVID KEATLEY
4015 STILES LANE
SEBRING, FL 33875

Title MGR

WALDRON, KIMBERLEE A

4015 STILES LANE
SEBRING, FL 33875

Annual Reports

Report Year	Filed Date
2020	05/16/2020
2021	04/08/2021
2022	04/05/2022

Document Images

04/05/2022 -- ANNUAL REPORT	View image in PDF format
04/08/2021 -- ANNUAL REPORT	View image in PDF format
05/16/2020 -- ANNUAL REPORT	View image in PDF format
04/01/2019 -- ANNUAL REPORT	View image in PDF format
04/18/2018 -- ANNUAL REPORT	View image in PDF format
04/24/2017 -- ANNUAL REPORT	View image in PDF format
04/18/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format
03/06/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
04/07/2012 -- ANNUAL REPORT	View image in PDF format
04/19/2011 -- ANNUAL REPORT	View image in PDF format
03/23/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
02/21/2007 -- ANNUAL REPORT	View image in PDF format
02/06/2006 -- ANNUAL REPORT	View image in PDF format
01/31/2005 -- ANNUAL REPORT	View image in PDF format
04/29/2004 -- ANNUAL REPORT	View image in PDF format
02/05/2003 -- LIMITED LIABILITY CORPORATION	View image in PDF format
05/21/2002 -- ANNUAL REPORT	View image in PDF format
04/24/2001 -- ANNUAL REPORT	View image in PDF format
02/25/2000 -- Florida Limited Liabilites	View image in PDF format

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 RICK WHIDDEN to be my agent for this application.

DAVID KEATLEY WALDRON
Print Name of Applicant

Signature of Applicant

P.O. BOX 3679
Address: Number and Street (P.O. Box)

SEBRING, FLA. 33871
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7 day of March, 2023 by David Keatley Waldron who is personally known by me ☑ or who has produced _____, as identification and who did take an oath.

Signature

Chanda T. Gray
Print Name

Notary Public, State of Florida
My Commission Expires: 7/21/2026

Notary Public State of Florida
Chanda T Gray
My Commission HH 291157
Expires 7/21/2026

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

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

RICK WHIDDEN
Print Name of Agent

Signature of Agent

4108 MULLIGAN CT. W.
Address: Number and Street (P.O. Box)

SEBRING, FLA. 33872
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me this 6 day of March 2023 by _____ who is personally known by me or who has produced _____, as identification and who did take an oath:

Signature

Janice T. Walker
Print Name

Notary Public, State of Florida

My Commission Expires: 11-17-2024

Janice T. Walker
Notary Public, State Of Florida
Commission No. HH50378
My Commission Expires: 11/17/24

RESOLUTION NO. 23-24-05

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THOSE PROPERTIES IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID #s C-05-35-29-A00-0390-0000, C-05-35-29-A00-0400-0000, AND C-05-35-29-200-0020-0000; 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 those properties identified by the Highlands County Property Appraiser through Parcel ID #s C-05-35-29-A00-0390-0000, C-05-35-29-A00-0400-0000, and C-05-35-29-200-0020-0000 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering residential objectives; and

WHEREAS, the County has determined that the proposed 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 those Properties identified by Highlands County Property Appraiser through Parcel ID #s C-05-35-29-A00-0390-0000, C-05-35-29-A00-0400-0000, and C-05-35-29-200-0020-0000 and as more particularly described as:

Tract 2 and the north half of Tract 39, Stiles Ranchettes, Unrecorded, lying in Section 5, Township 35 South, Range 29 East, Highlands County, Florida, being more particularly described as follows: Commence at the northwest corner of the southwest 1/4 of Section 5, Township 35 South, Range 29 East, Highlands County, Florida; thence South 01°12'00" West, along the west line of said Section 5, a distance of 590.20 feet; thence South 88°42'59" East, a distance of 40.00 feet to the east right of way line of Sparta Road and for the Point of Beginning; thence continue South 88°42'59" East, a distance of 958.00 feet; thence South 01°12'00" West, a distance of 1,390.00 feet to a point lying on the north boundary line of Francis Sparta Estates, according to the Plat thereof recorded in Plat Book 13, Page 51 of the Public Records of Highlands County, Florida; thence North 88°42'59" West, along said north boundary line a distance of 420.50 feet; thence North 01°12'00" East, a distance of 400.00 feet; thence South 88°42'59" East, a distance of 115.50 feet; thence North 01°12'00" East, a distance of 330.00 feet; thence South 88°42'59" East, a distance of 7.00 feet; thence North 01°12'00" East, a distance of 330.00 feet; thence North 88°42'59" West, a distance of 660.00 feet to a point lying on the said east right of way line of Sparta Road; thence North 01°12'00" East, along said right of way a distance of 330.00 feet to the Point of Beginning.

And

South half of Tract 39, Stiles Ranchettes, Unrecorded; lying in Section 5, Township 35 South, Range 29 East, Highlands County, Florida, being more particularly described as follows: commence at the northwest corner of the southwest 1/4 of Section 5, Township 35 South, Range 29 East, Highlands County, Florida; thence South 01°12'00" West along the west line of Section 5, a distance of 920.20 feet; thence South 88°42'59" East, a distance of 40.00 feet to a point lying on the east right of way line of Sparta Road and for the Point of Beginning; thence continue South 88°42'59" East, a distance of 660.00 feet; thence South 01°12'00" West, a distance of 330.00 feet; thence North 88°42'59" West, a distance of 660.00 feet; thence North 01°12'00" East, a distance of 330.00 feet to the Point of Beginning.

Less & Except

(O.R. Book 2127, Page 794)

A portion of Tract 2, Stiles Ranchettes, Unrecorded, lying in Section 5, Township 35 South, Range 29 East, Highlands County, Florida, being more particularly described as follows: commence at the northwest corner of Francis Sparta Estates recorded in Plat Book 13, Page 51 of the Public Records of Highlands County, Florida; thence South 88°42'59" East, along the north line of said Plat, 527.50 feet to the Point of Beginning; thence North 01°12'00" East, 400.00 feet; thence South 88°42'59" East, 217.80 feet; thence South 01°12'00" West, 400.00 feet to the north line of said Plat; thence North 88°42'59" West, along said north line, 217.80 feet to the Point of Beginning.

is hereby changed from Agricultural District, AU, to Multiple Family Dwelling Planned Development District, R-3 PD.

B. The official zoning atlas of the County is hereby amended to reflect the zoning for the Property is R-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 Condition, Restrictions and Limitations. This R-3 PD shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.213 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 R-3 District and any use or allowance not specified herein will be as defined in the R-3 District as provided in Section 12.05.213 of the Code.
2. There shall be a maximum of 80 dwelling units.
3. The minimum living area shall be 1,200 square feet of living space per dwelling unit; the maximum living area shall be 2,500 square feet of living space.
4. Each dwelling unit shall have at minimum a one-car garage.
5. Each dwelling unit shall have a maximum occupancy of five (5) persons.
6. Dwelling units shall be limited to one-story with a maximum height of 25 feet.
7. The clubhouse, if any, shall be limited to two-stories with a maximum height of 40 feet.
8. The minimum property boundary line setbacks shall be as follows:
    a. North: 25 feet.
    b. South: 25 feet.

c. East: 50 feet.

d. West: 25 feet; with the structures directly adjacent to Sparta Road to be setback a minimum of 120 feet from the centerline of Sparta Road.

9. Minimum yard requirements shall be as follows:

a. Front: 19 feet, measured from the edge of pavement.

b. Side: 0 feet between interior units, with no less than 15 feet between buildings, and 25 feet to the property boundary line. The distance shown between buildings on the conceptual site plan is for estimation purposes only; however, at the time of development, the buildings shall have a separation of no less than 15 feet between each.

c. Rear: No less than 30 feet between the rear of one building and the side of another and no less than 40 feet between the rear of two buildings. The distance shown between buildings on the conceptual site plan are approximates.

d. Corner: 19 feet, measured from the edge of pavement.

10. The Entrance Sign may be placed no closer than 5 feet to the property line along Sparta Road.

11. There shall be a 6-foot-tall wall, matching the color and texture of the proposed dwelling units, constructed along the northerly boundary of the property as indicated on the conceptual PD site development plan.

12. The individual units may be sold as townhomes by metes and bounds description. A Homeowners Association shall be created to maintain all common areas of the development and ensure the general development requirements of this R-3 PD.

13. All internal roads shall be privately owned and maintained by the Homeowners Association and shall be no less than twenty-four (24) feet in width of roadway, with at least three (3) feet on either side of the roadway for a total of a 30-foot-wide private right-of-way. Internal roadways shall not be dedicated to Highlands County for maintenance.

14. The Conceptual PD Site Development plan for this R-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.

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 2128, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 9. Effective Date. This Resolution shall take effect immediately after Highlands County Ordinance 23-24-01, adopting a small-scale comprehensive plan amendment, CPA-23-618SS, changing the land use designation on the Property from Low Density Residential (RL) to Medium Density Residential (RM).

DONE AND ADOPTED, this 7th day of November, 2023.

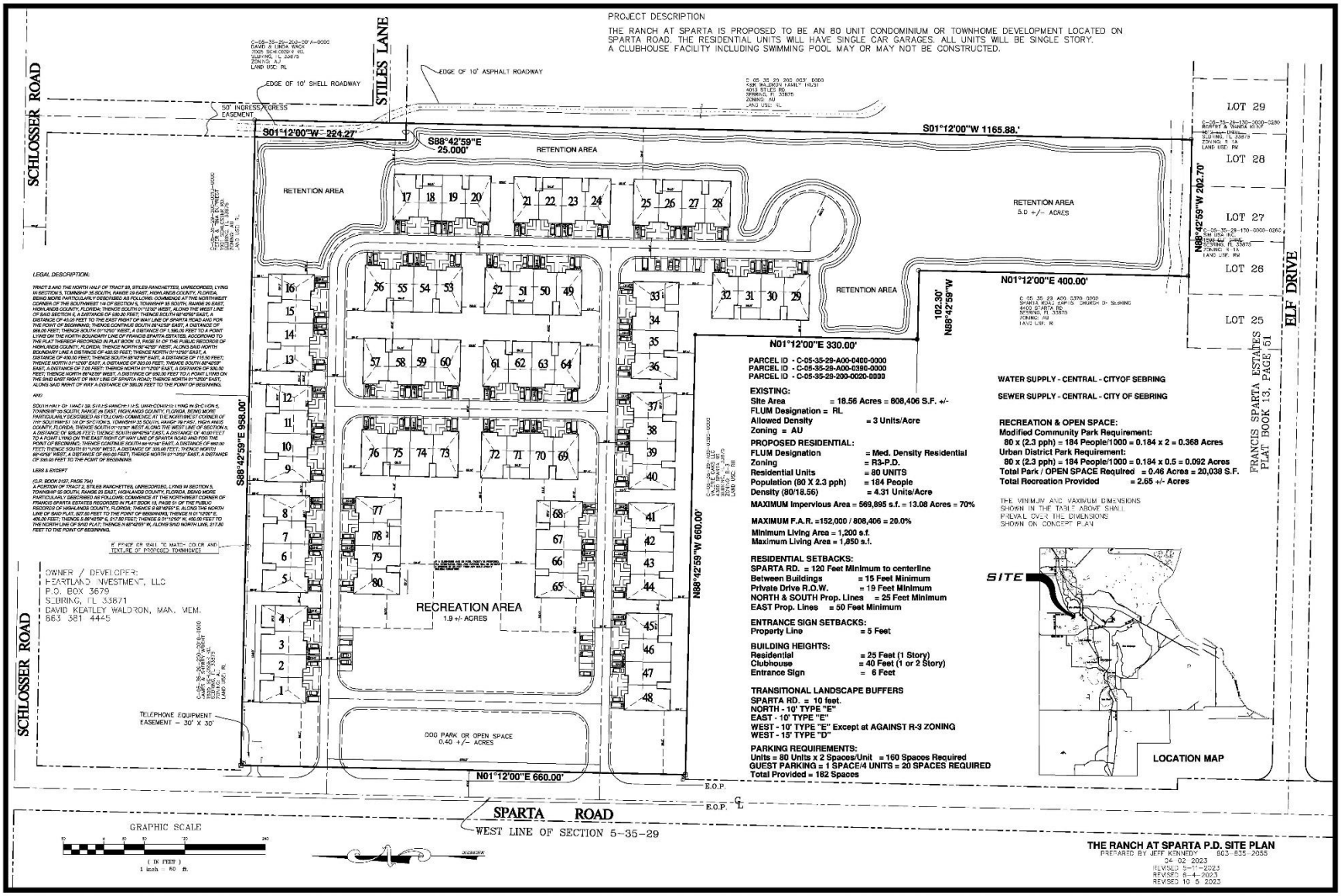
BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

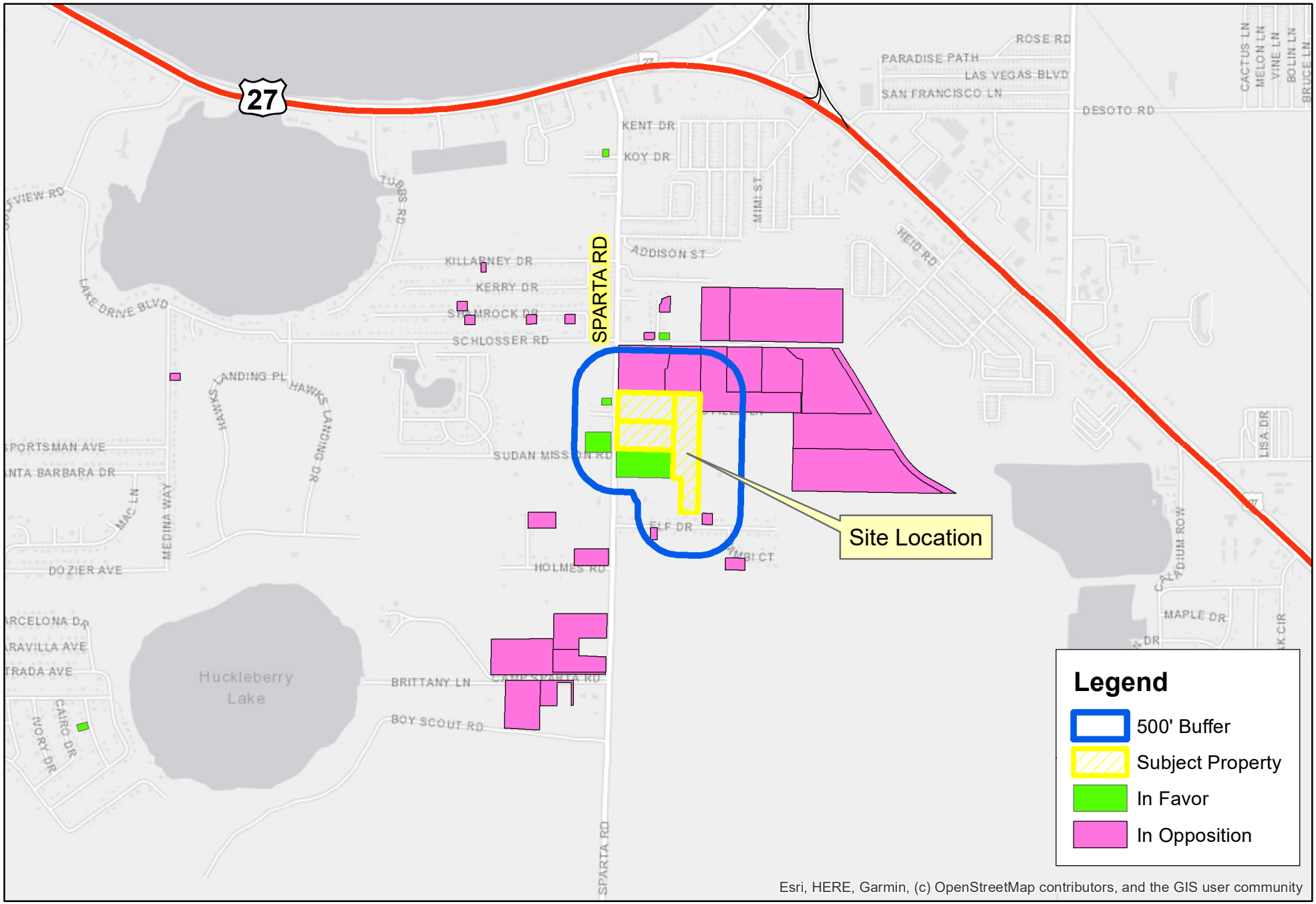
By: _____
_____, Chairperson

(SEAL)

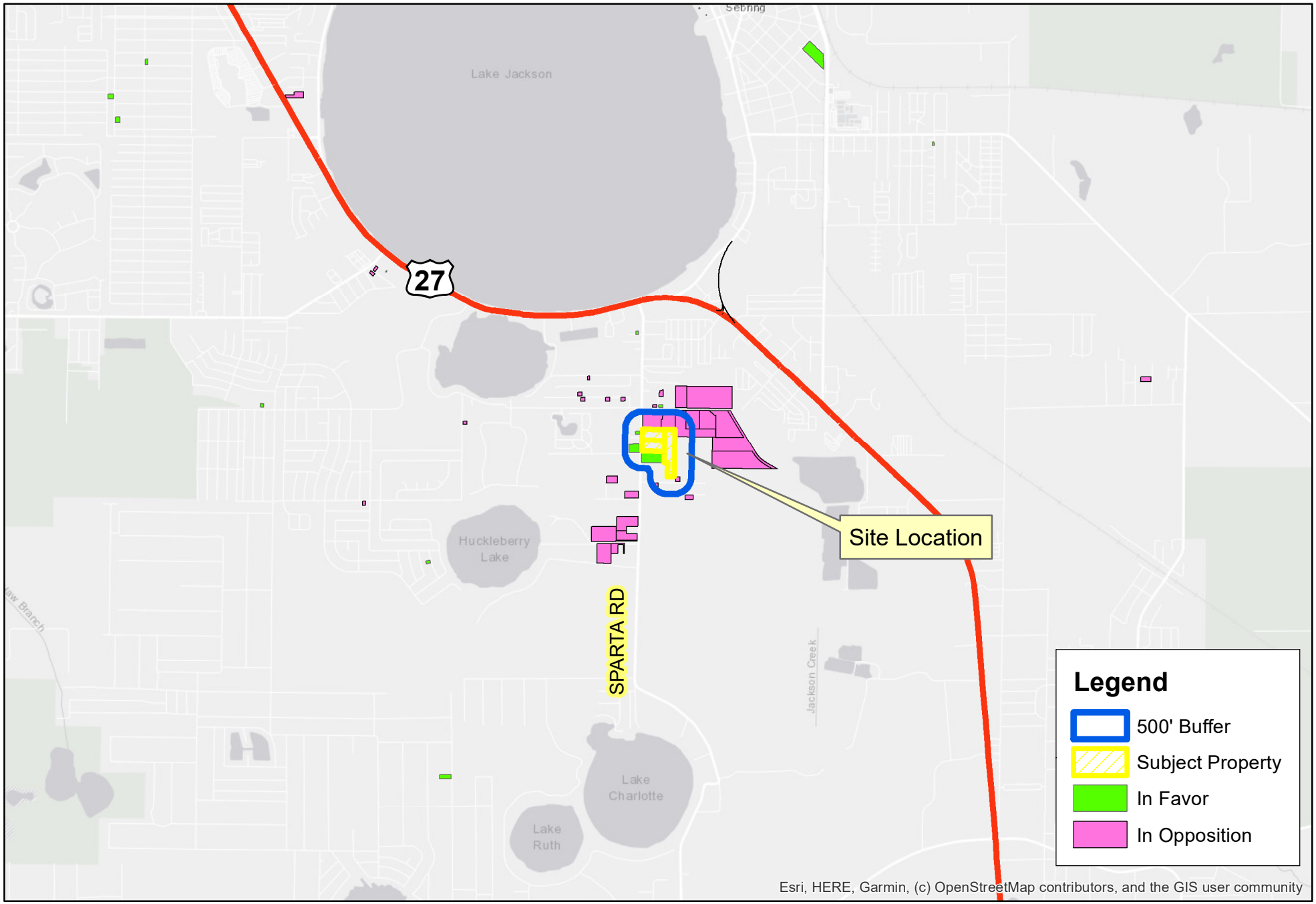
ATTEST: _____
Jerome Kaszubowski, Clerk

Conceptual Site Plan: "Exhibit A"





RESPONSE LETTERS
P&Z 2122



N

0 1,750 3,500 7,000 Feet

RESPONSE LETTERS

P&Z 212?

Letters Received in Favor as of 10/25/2023

Total of 73 Letters

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

This letter is in support of the rezoning of the above 18 acres on Sparta Road from agriculture to multifamily. I understand that Highlands County is growing more than ever. We need homes for individuals and families who are moving here. Those who are starting businesses as well as current employees, and many of the northern people who move here to retire are looking for places to live. I understand this an upscale neighborhood that will add value to surrounding properties.

As a registered Highlands County voter, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: [illegible]

Address: 605 S Egret St

Email: _____

Telephone: 772-595-2411

Signature: [illegible]

Barry, Rachel

From: flossiey1966@gmail.com
Sent: Tuesday, June 13, 2023 8:52 AM
To: Barry, Rachel
Subject: Rezoning

[**CAUTION:** External Message*]

Ms. Barry,

I am writing this letter to give my support for the rezoning of ag to multifamily for the property on Sparta Road.
I think Sebring needs more quality communities like the one proposed. Thank you for your time and help in this matter.

Regards,
Angie Newman

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

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

This letter is in support of the rezoning of the above 18 acres on Sparta Road from agriculture to multifamily. I understand that Highlands County is growing more than ever. We need homes for individuals and families who are moving here. Those who are starting businesses as well as current employees, and many of the northern people who move here to retire are looking for places to live. I understand this an upscale neighborhood that will add value to surrounding properties.

As a registered Highlands County voter, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: Ariel Matthews

Address: 2849 north bonnet creek road

Email: arielle matthews00@gmail.com

Telephone: 907-795-0979

Signature: AM

Barry, Rachel

From: Kirouac, Scott
Sent: Thursday, October 12, 2023 1:54 PM
To: Barry, Rachel
Cc: Garcia, Sergio J; Sauls, Leah M.
Subject: Fwd: Support for Proposed Rezoning/Development

Please see forwarded email for the record.

Scott A. Kirouac
Commissioner, District 3
Highlands County Board of County Commissioners
863-402-6500
skirouac@highlandsfl.gov
www.highlandsfl.gov

DISCLAIMER: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response
records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing (pursuant to Section
Florida Statutes)

From: Audrey Asciutto <audrey.asciutto@gmail.com>
Sent: Thursday, October 12, 2023 1:50 PM
To: Kirouac, Scott <skirouac@highlandsfl.gov>
Subject: Support for Proposed Rezoning/Development

[**CAUTION:** External Message*]

Hello Commissioner Kirouas,
I am sure that you commissioners have heard from both sides of the recent debate of the proposed development off of Sparta Rd and that you have already done research on this proposal. I do apologize for not having the full background information on if or how you have already voted on this but I figured I would throw my 2 cents in as well. You may be surprised that as a neighbor to this project that I support the development. Look, I love my quiet neighborhood but I also understand that things change and development is part of that. If we start saying development shouldn't happen because of the current residence development may never happen anywhere. If the planning and zoning board approved this proposal then I ask you to vote "yes" on this issue in favor of the development.
Thank you,
Audrey Asciutto
865 Killarney Drive
Sebring Fl 33870

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

Barry, Rachel

From: Austin Maddox <austinmaddox13@yahoo.com>
Sent: Tuesday, June 13, 2023 6:27 AM
To: Barry, Rachel
Subject: Zoning change

[**CAUTION:** External Message*]

Good morning,

As a tax payer of highlands county I would like the P & Z board to approve the zoning change that is being proposed by Keatley Waldron. Our County could use good fresh residential homes in the future considering the amount of growth we are seeing.

Thank you,
Austin Maddox

Sent from Yahoo Mail for iPhone

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

Barry, Rachel

From: Austin Maddox <austinmaddox13@yahoo.com>
Sent: Saturday, July 8, 2023 8:34 PM
To: Barry, Rachel
Subject: Rezoning of Waldron property

[**CAUTION:** External Message*]

Good evening,

I would like to again show my support of the Rezoning of the property Keatley Waldron is proposing. As a first responder here in the county I see the struggles of the middle class trying to find housing to support the growth of the county. I believe this would one day fill some of that need.

Sincerely,

Austin Maddox

Sent from Yahoo Mail for iPhone

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To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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As a registered Highlands County voter, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: Bill Thacker

Address: _____

Email: billthacker44@gmail.com

Telephone: (863) 702-7879

Signature: William C Thacker Jr

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Brianna Massey

Address: 4519 Sturgeon drive, Sebring, fl

Email: Bhuerga3888@gmail.com

Telephone: 863-840-4280

Signature: [signature]

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Brooke Gray

Address: 2450 Avon Blvd. Avon Park, Fl. 33825.

Email: cgray1175@yahoo.com

Telephone: 863-257-2904

Signature: Brooke Gray

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Carl David Bassett

Address: 2249 Avalon Rd. Sebring FL 33870

Email: cnbwork96@gmail.com

Telephone: 8632531594

Signature: Carl David Bassett

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: CARLOS RIVERA

Address: 4100 GOLFVIEW RD, Sebring, FL

Email: CRIVERA8874@GMAIL.COM

Telephone: 863-542-5318

Signature:

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Ceyarah Veasey

Address: 2102 Gardenview Rd, Sebring FL 33870

Email: ceyarahvz@gmail.com

Telephone: (863) 214-4601

Signature:

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: CHAD MARLEY

Address: 317 Wilson Ln NE, Lake Placid, FL

Email: _____

Telephone: (863) 873-7198

Signature: _____

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Chad Pritchett

Address: 1515 Isis Lake Drive, Avon Park, FL 33825

Email: chad@pritchettgroups.com

Telephone: 863-449-0920

Signature:

Zoning change for R3

CHANDA GRAY <cdana1175@hotmail.com>

Sat 6/10/2023 8:56 AM

To:Barry, Rachel <rbarry@highlandsfl.gov>

[**CAUTION:** External Message*]

Dear BOCC,
I'm writing this letter in support of the zoning change to R3 for the property that is on Sparta Road here in Sebring. My husband and I have a single family home and would like to downsize to a residence that we would not have to worry about mowing the yard and doing so much of the demands of keeping it up. Sparta Rd is such a great location and close to everything. Thank you.

Chanda T Gray

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

(No subject)

Chelsea Bassett <cnbwork96@gmail.com>

Mon 6/12/2023 8:14 AM

To:Barry, Rachel <rbarry@highlandsfl.gov>

[**CAUTION:** External Message*]

To whom it concerns,
I am writing this letter in support of the zoning change on Sparta Rd to R3. I feel that we do not have enough of these type of properties and that is a great location . I think this type of property is much nicer than apartments. Thank you

--
Bassett, Chelsea
Dispatch
Positive Medical Transport, LLC
(P) 863-655-0030
(F) 863-655-0062
cnbwork96@gmail.com

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R3 zoning change

CS M <sisterc72@gmail.com>

Sat 6/10/2023 5:22 PM

To:Barry, Rachel <rbarry@highlandsfl.gov>

[**CAUTION:** External Message*]

To the Highlands County Board of County Commissioners,

I am a Highlands County resident and am sending this email in response to a request for a zoning change on Sparta Rd to R3. I would like to see more nice residential family communities in Sebring that are not age restricted. I feel a zoning change would be beneficial to our community.

Thank you
Cheryl Martz

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

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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As a registered Highlands County voter, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: Clayton Waldron

Address: Lake Placid, FL.

Email: waldronclayton90@gmail.com

Telephone: 8632434095

Signature: Clayton Waldron

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Dale R. Willard JR

Address: 103 Marrero Ave 33875

Email: dalerwillardjr@yahoo.com

Telephone: 863 464 0599

Signature: Dale Willard JR

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Dallas Kovens

Address: _____

Email: _____

Telephone: _____

Signature: Dallas Kovens

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Danielle Bailey

Address: 1122 Aston Martin Dr

Email: mermaidtales07@gmail.com

Telephone: 863-253-1401

Signature: Danielle Bailey

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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DAVID B GOURLEY

Name: David B Gourley

Address: 509 PRESLEY BLVD

Email: _____

Telephone: 863-443-1601

Signature: David B Gourley

Barry, Rachel

From: Denise Waldron <denisewaldron67@gmail.com>
Sent: Monday, June 12, 2023 10:27 PM
To: Barry, Rachel
Subject: Request for Zoning change

[**CAUTION:** External Message*]

My name is Denise Waldron a lifelong resident of Sebring. I would like to say as a long time resident I agree with Mr Waldron's request for a zoning change for his property located in the Sparta Rd area. I feel this change could very much open the opportunity for positive growth in that area of Sparta Rd. I'm requesting that you allow this change with the thoughts of future growth for that area as well as brining more business to the downtown area. If you would like to speak with me I can be reached at 863-381-1896. Thank you for your consideration in hopes for you to allow this change.

Sincerely,

Denise Waldron
863-381-1896
Lifelong Resident of Sebring

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

June 6th, 2023

RE: CPA-23-618SS , P&Z 2128

ATTN: Rachel Barry, Zoning Supervisor for Highlands County

Good morning/or afternoon Mrs. Barry,

We received a letter in the mail regarding a notice of zoning and land use change to the 18.64 acres located across the street from us on Sparta Road.

I wanted to offer a letter of support for both the zoning and land use change as we believe this development will be a great benefit to the people of Sebring that are looking for suitable living accomodations in this highly desirable area of town.

These changes would be a very good match for this particular area of Sebring, and I cannot think of anywhere else in town that would serve as a better location.

Sincerely,

Don Jones,

MGR of Twin Palms at Siesta LLC

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Emerald Martz

Address: 622 Mayanna Ave Sebring

Email: emeraldMartz@gmail.com

Telephone: 863-446-1705

Signature: Emerald Martz

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Emily Whitman

Address: 2181 N. Morningside Rd, Avon Park FL 33825

Email: whitmane94@yahoo.com

Telephone: 863-243-4862

Signature: Emily Wh

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Gage Massey

Address: 4519 Sturgeon drive, Avon Sebring, FL

Email: Spicket08@gmail.com

Telephone: 863-443-1060

Signature: Gage Massey

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: GARY L BAGWELL

Address: 333 S Marion Road

Email: Bagwell@Bagwell-Tanlan.com

Telephone: 863-453 6441

Signature: Gary L Bagwell

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: George White

Address: 2951 Hranger Road, Sebring

Email: N/A

Telephone: ~~~~

Signature: George White

Zoning change on property on Sparta Road

tickkledpink@aol.com <tickkledpink@aol.com>

Sat 6/10/2023 5:23 PM

To:Barry, Rachel <rbarry@highlandsfl.gov>

[**CAUTION:** External Message*]

Dear Board of County Commisioners,

I'm writing this email in support of the zoning change to R3, on the property on Sparta Road. Sebring needs more communities like this. That would allow my husband and I to have a place to live, but not have all the responsibilities of mowing the yard and doing the physical work to keep up a house. We look forward to seeing this new community and considering a purchase.

Thank you in advance,

Grace Kovens

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

Heartland Association of REALTORS® Inc.
815 US Hwy 27S Sebring, Fl 33870
Phone: (863) 385-6014

REALTOR®

The Highlands County Board of County Commissioners

600 S Commerce Ave
Sebring, FL 33870

Regarding: Protecting Property Rights and Rezoning

Dear Commissioners:

On June 13 the Highlands County Planning and Zoning Commission voted 6-1 to change the zoning from RL – Low Density Residential to RM - Medium Density Residential regarding property located at Sparta Rd and Stiles Lane.

While the Heartland Association of Realtors does not generally support specific projects, we are strongly in support of development which serves to increase inventory of available homes if that development meets the county LDRs and reasonably adheres to zoning and comprehensive plan guidelines. This project certainly seems to do that.

The past few years Highlands County has seen an influx of new residents moving here not only from out of State but from within the State of Florida as well. Working from home, becoming more prevalent, has created a greater demand for single-family and multifamily homes. The normal progression of older people downsizing, younger people looking for their first homes and "MOVE UP" buyers has caused a severe housing shortage within our County and State.

The Florida Realtors® Association verifies this information with data for Highlands County, for the month of May 2023 New Listings have decreased by 8.5% compared to last year, and we only have 3.5-month supply of inventory. Six months of inventory is considered a normal market. In the first half of 2023, Florida had an increase of 288,901 out-of-state and foreign driver licenses exchanged for a Florida license. These statistics show the importance of new construction of homes in Highlands County.

In summary we urge you in the strongest terms to allow for new developments of single-family homes in Highlands County.

Respectfully
, pres-elect 2024
The Heartland Association of Realtors.

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

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Name: Irene Gamez

Address: 5028 Myrtle Beach Dr Sebring, FL 33872

Email: dmill-nene@yahoo.com

Telephone: 863 443-1895

Signature: Irene Gamez

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Jacquelyn Whitman

Address: 2181 N. Morningside Rd Avon Park, FL 33825

Email: jpwhitman@icloud.com

Telephone: 863-238-3200

Signature: Jacquelyn Whitman

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Jennifer Goodwin

Address: 180 Huntley Oaks Blvd. Lake Placid

Email: rafter_girl@hotmail.com

Telephone: 863-243-2467

Signature: Jennifer Goodwin

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

This letter is in support of the rezoning of the above 18 acres on Sparta Road from agriculture to multifamily. I understand that Highlands County is growing more than ever. We need homes for individuals and families who are moving here. Those who are starting businesses as well as current employees, and many of the northern people who move here to retire are looking for places to live. I understand this an upscale neighborhood that will add value to surrounding properties.

As a registered Highlands County voter, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: Jessie Koven

Address: _____

Email: _____

Telephone: _____

Signature: Jessie Koven

Barry, Rachel

From: Campbell, Chris
Sent: Wednesday, October 11, 2023 8:25 AM
To: Barry, Rachel
Subject: Fwd: New Housing Proposal - Support
Attachments: Housing Proposal Sebring.pdf

Get Outlook for iOS

From: John Stover <johnmstover@yahoo.com>
Sent: Tuesday, October 10, 2023 10:47:31 PM
To: Roberts, Kevin <kroberts@highlandsfl.gov>; Elwell, Don <delwell@highlandsfl.gov>; Kirouac, Scott <skirouac@highlandsfl.gov>; Campbell, Chris <ccampbell@highlandsfl.gov>; Tuck, Arlene J. <atuck@highlandsfl.gov>
Subject: New Housing Proposal - Support

[**CAUTION:** External Message*]

Hello Commissioners,

I hope this email finds you doing well. Please allow this email to encourage you to support the rezoning on Sparta Road for the housing project.

I own 5 preschools in this county, including a new $4MM building I just built on Sun N Lake Blvd called Sun N Lake Early Learning Academy. I have 120 employees and almost 500 children and their families that I care for.

One of the biggest things I hear from almost everyone is the extreme difficulty in finding housing in our county. We cannot grow economically if we can't build houses. I have postponed building a private Christian K-8 school because I can't find staff. And I can't find staff because the staff can't find houses.

I found the attached letter in my mailbox. The type of NIMBYism contained in that letter will severely impede our overall economic growth. None of their bullet points for opposition holds much merit. Every single one of those 6 bullet points can be very easily managed.

All the best,

John Stover
813-748-0190 cell

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June 6th, 2023

Zoning Supervisor
ATTN: Rachel Barry
501 South Commerce Ave., Sebring FL 33870

RE: CPA-23-618SS & P&Z 2128 – Sparta Road, 18.64 acres

Dear Mrs. Barry,

As an adjoining neighbor and landowner to the lands being referenced in this hearing, I am in full support of the designated land use change to Medium Density Residential (RM) and a change to the official zoning atlas designation to Multiple-Family Dwelling Planned Development District (R-3 PD).
Sebring is in need of more quality communities, and I believe this development will be a great fit not just for the area, but the people in our community who are seeking out living accommodations such as this one. The location of this property is ideal for the suggested zoning and land use changes and I believe this will provide a great housing opportunity for the people of Sebring to consider.
Sincerely,

Jorge Ambriz,
MGR of Valerie Oaks LLC



To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

This letter is in support of the rezoning of the above 18 acres on Sparta Road from agriculture to multifamily. I understand that Highlands County is growing more than ever. We need homes for individuals and families who are moving here. Those who are starting businesses as well as current employees, and many of the northern people who move here to retire are looking for places to live. I understand this an upscale neighborhood that will add value to surrounding properties.

As a registered Highlands County voter, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: Juana Metz

Address: 239 Loon Ave Sebring FL 33870

Email: jmetz0424@gmail.com

Telephone: (863) 446-1170

Signature: JM

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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As a registered Highlands County voter, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: Judy Bassell

Address: 22 49 Avalon Rd Sebring FL 33870

Email: djcbass@embarqmail.net

Telephone: 863 381 4297

Signature: Judy Bassell

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Kelli Joiner

Address: 335 E Camphor St, Avon Park, FL.

Email: kellilegend@icloud.com

Telephone: 863 - 314 - 7634

Signature: Kelli Joiner

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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As a registered Highlands County voter, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: Kenny Massey

Address: 85 Hillcrest Dr Avon Park, FL 33825

Email: KMAP855@gmail.com

Telephone: 863-873-0401

Signature:

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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As a registered Highlands County voter, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: Lauren Spencer

Address: 1625 Sunset Drive Sebring, FL 33870

Email: ballauren38@gmail.com

Telephone: 863-448-6291

Signature: Lauren Spencer

Barry, Rachel

From: Lea Sizemore <leasize@yahoo.com>
Sent: Friday, June 9, 2023 2:02 PM
To: Barry, Rachel
Subject: Rezoning from Ag to R3 on Sparta Rd.

[**CAUTION:** External Message*]

I am writing in support of this zoning change. I live very close to this property and I do not see any conflict for development. Our community is growing and I'd rather have an upscale neighborhood close by than commercial, industrial or something that could decrease the value of my property.

Thank you,
Lea Sizemore

Sent from Yahoo Mail for iPhone

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To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

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Name: Lisa Rowe

Address: 1624 Corvair Ave., Sebring Fl. 33872

Email: rowelisa79@gmail.com

Telephone: 863 835-2111

Signature: L Rowe

Barry, Rachel

From: Loyle Waldron <loylewaldronconcreteservices@gmail.com>
Sent: Monday, June 12, 2023 10:13 PM
To: Barry, Rachel
Subject: Ref (Waldron Property Sparta Rd area) Zoning Change to multi-family and/or Single family household

[**CAUTION:** External Message*]

My name is Loyle Waldron I'm writing this letter in agreement for a request of a specific area of Sparta Rd to have a zoning change from Ag to multi family / Single family residential property. I myself live in that area and would like to see it grow with hopes of bringing much needed business and more traffic and shopping to Downtown Sebring. I feel this would be a positive change for the up coming future growth for that area. If you would like to speak to me in ref to this letter please feel free to contact me any time at 863-664-0514.
Thank you for your time and consideration.

Sincerely,

Loyle Waldron
863-664-0514
Life long resident of Highlands County and long time resident in the Spare Rd area.

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

June 5th, 2023

ATTN: Rachel Barry, Zoning Supervisor for Highlands County

501 South Commerce Ave.,

Sebring FL 33870

RE: CPA-23-618SS , P&Z 2128

Mrs. Barry,

We own property directly across the street from the 18.63 acres that is being considered for both a zoning and land use change.

I can say in confidence that we are in full support of the zoning change to (Multi-family dwelling Planned Development District) and the future land use change to (Residential Medium). The close proximity to HWY 27, local restaurants, and schools makes this a highly desirable location not only for future residents, but the current residents of our community that are seeking out a higher standard of living.

If we want to see Highlands County prosper economically, then the expansion of our housing options in pivotal locations such as this one is vital.

It would be exciting to see the Planning and Zoning committee along with our County Commissioners approving these changes.

Best regards,

Maday Leon

Maday Leon
(MGR of Shenandoah Sparta, LLC)

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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As a registered Highlands County voter, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: Maria T. Snelgrove

Address: 800 South Egret Street

Email: Snelgrovemaria@yahoo.com

Telephone: 863-441-3624

Signature:

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: MARK V. RICHARDSON

Address: _____

Email: _____

Telephone: _____

Signature: _____

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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As a registered Highlands County voter, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: Mark Sevigny

Address: 531 Lake Lotela Dr. Avon Park, FL 33825

Email: MarkJe@gmail.com

Telephone: 863-257-2884

Signature: Mark Sevigny

To: Board of Highlands County Commissioners

Attention: Commissioners; Arlene Tuck, Chris Campbell, Don Elwell, Kevin Roberts, Scott Kirouac

Re: Heartland Investment, LLC Rezoning Application Approval, Sparta Road – County Commission Meeting, July 18th, 2023

This letter is in support of the rezoning for 18 acres on Sparta Road near Schlosser Road, from Agriculture to Multi-Family. I understand that Highlands County is growing more than ever and homes are in demand for individuals and families looking to move here. Companies locating here as well as current businesses, have a need for employees and thus, residential requirements.

Add to this "baby boomers" looking to retire, find Highlands County a great place to retire with many lakes and golf courses to enjoy.

I understand this rezone is for an upscale type neighborhood and will add value to surrounding homes and property.

As a registered Highlands County voter, I support the need for additional residential development, plus the extra revenue to the county budget by new residents.

I ask you to favorably consider this legitimate rezone which follows state and local planning requirements and cast your "aye" vote in favor.

Respectfully,

Name: Michael R. Chambers

Signed: Michael R. Chambers

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: MICHAEL WHITMAN

Address: 2181 N. MORNINGSIDE RD. AVON PARK, FL 33825

Email: _____

Telephone: _____

Signature: _____

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Michelle Lott

Address: 5819 Apple Rd Sebring, FL 33875

Email: minnie82975@gmail.com

Telephone: 863-402-1800

Signature: Michelle Lott

Barry, Rachel

From: Kirouac, Scott
Sent: Thursday, June 22, 2023 5:16 AM
To: Barry, Rachel
Cc: Culpepper, Melony; Sauls, Leah M.
Subject: Fwd: Heartland Investments Rezone Sparta Road

Please see forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County

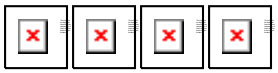
Commissioners

863-402-6500

skirouac@highlandsfl.gov

www.highlandsfl.gov

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office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

From: Michael M.E. Waldron <gator.crew2010@gmail.com>
Sent: Wednesday, June 21, 2023 11:50 PM
To: Kirouac, Scott <skirouac@highlandsfl.gov>
Subject: Heartland Investments Rezone Sparta Road

[**CAUTION:** External Message*]

Commissioner - Highlands County is a nice place to reside and enjoy the many lakes, golf courses, rural county roads and slower lifestyle.
Many have decided in the past three years to make Florida their permanent residence and has depleted the once abundant inventory of available, move in ready homes.
The 18 acres on Sparta Road owned by Heartland Investments fits the comp plan and the future land use designation for residential properties and is compatible with other properties in the area.
With 80 possible residences, the county revenue would be a positive impact for our county budget. With nearly 30% of Highlands County in conservation status and 20% more slated for conservation, tax revenue is being depleted. Home development is critical to accommodating home buyers wishing to live in Highlands County.
I ask you to vote in favor for the rezone, based on facts that all rezone boxes are checked as required by Florida Statutes and based on the county commission appointed P&Z board and their 6-1 decision for approval. Planning staff also recommended, as you're aware.

Thank you,

Michael Waldron
2113 Lakeview Drive
Sebring, Florida
33870

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Garcia, Sergio J

From: Culpepper, Melony
Sent: Monday, July 10, 2023 10:09 AM
To: Garcia, Sergio J
Cc: Barry, Rachel
Subject: FW: Sparta Road rezoning application, Heartland Investment, LLC

Follow Up Flag: Follow up
Flag Status: Flagged

Hi, Sergio,

Please see the email below. Please print and place in the file, if not already included.

Thank you,
Melony

Melony Culpepper, AICP
Assistant Development Services Director/Planning and Zoning Manager
Highlands County Board of County Commissioners
863-402-6650
mculpepper@highlandsfl.gov
www.highlandsfl.gov
501 S. Commerce Ave., Sebring FL 33870

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This email is intended for planning and/or zoning purposes only and shall in no way be construed as a final development determination for the properties referenced herein, nor shall it be construed as an exemption from any public hearing process or any other requirement set forth in the Highlands County Land Development Regulations or Code of Ordinances or under Florida law. The Planning and Zoning Division is unable to provide information on behalf other departments, and you are encouraged to contact each department individually who may have rules, regulations, or processes applicable to your request.

From: Kirouac, Scott <skirouac@highlandsfl.gov>
Sent: Sunday, July 9, 2023 3:39 PM
To: Barry, Rachel <rbarry@highlandsfl.gov>
Cc: Culpepper, Melony <mculpepper@highlandsfl.gov>; Sauls, Leah M. <lsauls@highlandsfl.gov>
Subject: Fwd: Sparta Road rezoning application, Heartland Investment, LLC

Please see forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County

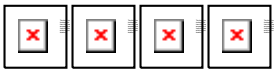
Commissioners

863-402-6500

skirouac@highlandsfl.gov

www.highlandsfl.gov

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From: Michael M.E. Waldron <gator.crew2010@gmail.com>
Sent: Sunday, July 9, 2023 1:08 PM

To: Kirouac, Scott <skirouac@highlandsfl.gov>
Subject: Sparta Road rezoning application, Heartland Investment, LLC

[**CAUTION:** External Message*]

Commissioner Kirouac -

Please take a couple of minutes to read the attachment regarding the property belonging to my brother and sister in law.

The Highlands County Planning & Zoning board, as appointed by county commissioners, heard due diligence comments, reviewed the PowerPoint presentation and voted 6 to 1 in favor of this well planned and acceptable application as mandated by state and local planning authorities.

The college trained planning specialists, employed by the county in P & Z also recommended the rezoning request be approved.

Our county has indeed grown and move in ready homes, apartments and otherwise are in low inventory currently, according to local realtors and real estate professionals.

This property is within two miles or less from medical care, grocery stores, gorgeous recreational lakes, golf courses, restaurants, movie theater, banks and more.

Property rights, much like other constitutional rights, are sacred instruments in our freedom to own property and we all know how much this means in being an American and owning property.

Respectfully,

Michael "Mike" Waldron
863.991.5671

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

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

This letter is in support of the rezoning of the above 18 acres on Sparta Road from agriculture to multifamily. I understand that Highlands County is growing more than ever. We need homes for individuals and families who are moving here. Those who are starting businesses as well as current employees, and many of the northern people who move here to retire are looking for places to live. I understand this an upscale neighborhood that will add value to surrounding properties.

As a registered Highlands County voter, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: Michael M.E. Waldron

Address: 2113 Lakeview Drive, Sebring, FL. 33870

Email: gator.crew2010@gmail.com

Telephone: 863-991-5671

Signature: Mike Waldron

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

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Name: Natalie Massey

Address: 85 Hillcrest Dr.

Email: boymomnat15@yahoo.com

Telephone: 863-446-4990

Signature: Natalie Massey

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

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Name: Neil Gray

Address: 2450 N. Avon Blvd. Avon Park, FL. 33825.

Email: neilgray1175@gmail.com or graynand@hotmail.com.

Telephone: 863-368-9185.

Signature: Neil Gray

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Philip Sapp

Address: 2351 Lakeview Dr. 33870

Email: PhilipSapp6@gmail.com

Telephone: 863 840 4601

Signature: PSapp

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: RAMONA RICHARDSON

Address: 320 LEMON AVE

Email: CircleSalon60@YAHOO.COM

Telephone: 863 840 0922

Signature: Ramona Richardson

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

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Name: Robert W Cadzow, JR

Address: 1425 Sunset Dr, Sebring, FL.

Email: bobcadzow1@gmail.com

Telephone: 863-835-1427

Signature:

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

This letter is in support of the rezoning of the above 18 acres on Sparta Road from agriculture to multifamily. I understand that Highlands County is growing more than ever. We need homes for individuals and families who are moving here. Those who are starting businesses as well as current employees, and many of the northern people who move here to retire are looking for places to live. I understand this an upscale neighborhood that will add value to surrounding properties.

As a registered Highlands County ~~voter~~ landowner, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: Robert C Crews II

Address: PO Box 1961 Avon Park

Email: Cruiser@CrewsCompanies.com

Telephone: 863-257-3101

Signature: [signature]

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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As a registered Highlands County voter, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: Rod McClelland

Address: 1653 Duane Palmer Blvd Sebring FL 33876

Email: RCHVending@yahoo.com

Telephone: 863 381 4558

Signature: Rod McClelland

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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As a registered Highlands County voter, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: ROGER D GURGANUS

Address: 1315 N LAKE FORES DR AVON PARK FL 33825

Email: RDGURGANUS05@HOTMAIL.COM

Telephone: 863-443-2448

Signature: Roger D Gurganus

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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As a registered Highlands County voter, I understand the need for additional housing and the overall tax revenue this will create for our county government. Please vote to recommend this zoning change and help Highlands County continue to grow and flourish.

Name: Ronnie Waldron

Address: _____

Email: _____

Telephone: _____

Signature: Ronnie Waldron

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

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Name: RYAN ADAIR

Address: 400 S Eucalyptus Ave

Email: radair@highlandsheriff.org

Telephone: 863-402-7200

Signature: R. T. Ad

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Skye Ashley

Address: _____

Email: _____

Telephone: _____

Signature: _____

To: Board of Highlands County Commissioners:

Attention: Chris Campbell, Arlene Tuck, Don Elwell, Scott Kirouac, Kevin Roberts

Re: Agriculture to Multifamily Rezoning of 18 Acres on Sparta Road

This letter is to show that I am in support of rezoning the 18 acres on Sparta Road from agriculture to multifamily. As we all can see highlands county is growing rapidly. With such growth highlands county needs more homes for all the families moving to our town and not just people moving from out of state, but also individuals that have started new businesses some are current residents that may need housing due to expanding their families. Some people are northern looking to retire here and need to find a place to live. This area in which we are referring to is a very nice, upscale neighborhood that would definitely add a lot of value to other existing home in the area. Furthermore, with the recent changes at the health Department concerning nitrogen reduction systems septic tanks. This particular parcel is on city sewer and will allow potential new residents to build a new home $12,000.00 dollars cheaper.

As a long time, resident, residential contractor, and registered voter of highlands county, I completely understand the need of affordable housing in our town. Not only will we be helping families have a place to live, but this will also help with the overall tax revenue for our county government. I highly recommend this zoning change on Sparta Road. I feel if we vote to make this change it will help our county to flourish and grow.

7/10/23

Tim Smith Date

Smiths Woodoworks Inc.

3005 Waterway Dr.

Lake Placid Fl, 33852

(863) 381 – 6564

SMITHSWOODWORKS@YAHOO.COM

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Sterling Martz

Address: 506 Zervas Ct Sebring

Email: nilikespie@yahoo.com

Telephone: 863-991-3267

Signature: Sterling Martz

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

Re: Rezoning of 18 Acres on Sparta Road from Agriculture to Multifamily

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Name: Susan Gurganus

Address: 1315 N. Lake Isis Dr.

Email: Susiegore1515@yahoo.com

Telephone: 863-443-1248

Signature: Susan Gurganus

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

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Name: Tim Levin

Address: 321 Tucange Cir.

Email: info@avantiCompany.com

Telephone: 863-453-5336

Signature: _____

To: Board of Highlands County Commissioners

Attention: Commissioners; Arlene Tuck, Chris Campbell, Don Elwell, Kevin Roberts, Scott Kirouac

Re: Heartland Investment, LLC Rezoning Application Approval, Sparta Road – County Commission Meeting, July 18th, 2023

This letter is in support of the rezoning for 18 acres on Sparta Road near Schlosser Road, from Agriculture to Multi-Family. I understand that Highlands County is growing more than ever and homes are in demand for individuals and families looking to move here. Companies locating here as well as current businesses, have a need for employees and thus, residential requirements.

Add to this "baby boomers" looking to retire, find Highlands County a great place to retire with many lakes and golf courses to enjoy.

I understand this rezone is for an upscale type neighborhood and will add value to surrounding homes and property.

As a registered Highlands County voter, I support the need for additional residential development, plus the extra revenue to the county budget by new residents.

I ask you to favorably consider this legitimate rezone which follows state and local planning requirements and cast your "aye" vote in favor.

Respectfully,

Name: Travis Rapp

Signed:

To: Board of Highlands County Commissioners

Attention: Commissioners; Arlene Tuck, Chris Campbell, Don Elwell, Kevin Roberts, Scott Kirouac

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Respectfully,

Name: Trevor A. Murphy

Signed: 

To: Board of Highlands County Commissioners

Attention: Kevin Roberts, Don Elwell, Scott Kirouac, Arlene Tuck, Chris Campbell

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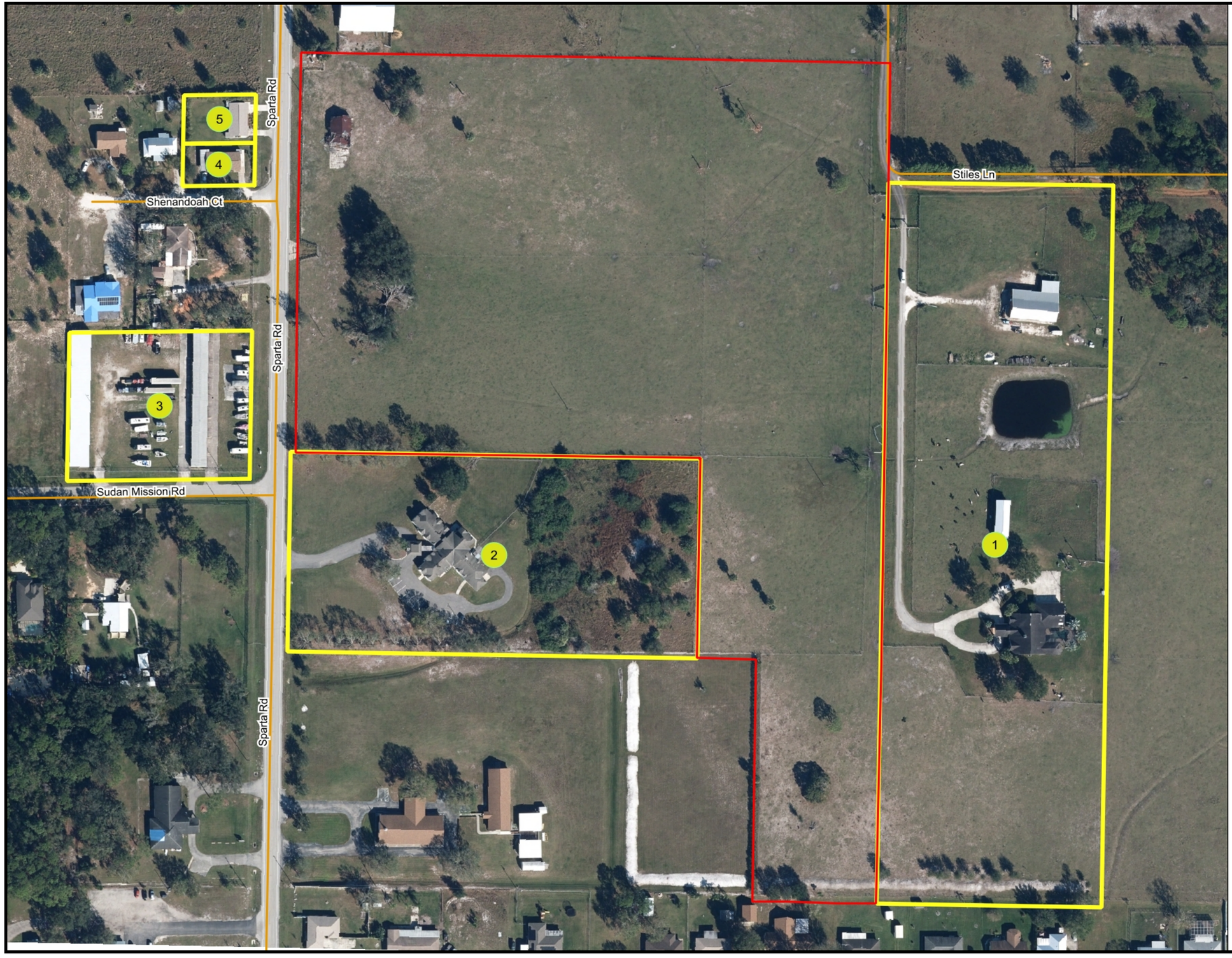
Name: Will Brantley

Address: 436 Holmes Ave, Lake Placid, FL.

Email: Willbe@icloud.com

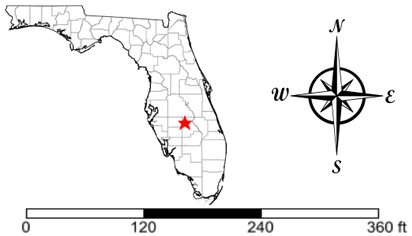
Telephone: 863-243-2596

Signature: Will Brantley



- County Boundaries
- Polygons Drawing
- Lines Drawing
- Labels Drawing
- Points Drawing
- Toll Roads
- Interstates
- US Roads
- State Roads
- County Roads
- Streets MapWise
- Interstates
- Toll Roads
- US Roads
- State Roads
- County Roads

SVN SAUNDERS RALSTON DANTZLER



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Letters Received in Opposition as of 10/25/2023

Total of 89 Letters and Petitions with 112 Signatures

June 13, 2023

Amy Wack
1615 Randall Rd
Sebring, FL 33872

Highlands County Planning & Zoning Division
Attn: Rachel Barry, Zoning Supervisor
501 S Commerce Ave
Sebring, FL 33870

Dear Ms. Barry,

My name is Amy Wack and I have been a resident of Sebring for 31 years. I am writing to you in regards to the notice of land use change and notice of zoning change for hearing numbers CPA-23-618SS & P&Z 2128. Myself along with many others are strongly opposed to this change.

Sparta Road is a rural area with multiple clusters of land that house livestock and the natural habitats of this area. The area is primarily agriculture, in fact, the owners and developers of the proposed development on this land keep their cattle on it. This area in particular is a low-density area which is prone to flooding and is a short distance from Florida wetlands. As a lifelong resident of Sebring, it is extremely important to me and others that this area remain an agriculture district. As a school board employee, I will say that Cracker Trail Elementary is one of the preferred schools in this district and receives many waivers including one for my own daughter. The proposed changes raise red flags when it comes to the potential for an increased population in a school district that already accommodates a good number of children. Another concern of mine is the potential for increased response of EMS and fire units. Highlands County Fire Rescue units stay busy and this would just create more calls in the area. As a paramedic, I would hope that the county would be ready to staff additional units if these hearings pass to accommodate changes in this county which is already busy enough. If these changes were to happen, it would create more traffic concerns and quite honestly, Sparta Road, Schlosser Road and Stiles Lane cannot handle the amount of traffic that this would generate. Additionally, Stiles Lane is a shared easement of multiple parcels and this change would essentially take away land from the other land owners, including my parents.

My parents have owned 2005 Schlosser Rd, which is a 10-acre tract directly impacted by this, since 1995. They were essentially renting the property before I was born and have had horses and other livestock on this property for over 36 years. When I was growing up, I would frequently ride my horses in the area of Schlosser Road, Stiles Lane, Jackson Creek which backs up to the Town & Country Mobile Home Park and Leisure Acres Mobile Home Park, as well as down Sparta Road to Bassage Road, and sometimes further. I also kept my FFA animals including cattle, pigs, chickens and rabbits on the property, at home. These were things that not every young person gets to experience. If these hearings are to pass, I can without a doubt guarantee that no other young person in this area will have the opportunities I had because of the population and traffic changes alone. The change in traffic alone would prohibit horseback riding in the area. My 5-year-old daughter and 14-year-old niece currently ride the horses on the property and the amount of population and traffic changes raise concerns when it comes to riding, even on the property because of the potential for horses to spook and cause injury. My niece is interested in trick riding and I am certain that these changes would prohibit her from doing that at all.

In closing, myself and many others are opposed to these changes and very concerned for the quality of life of other residents and landowners, population and traffic changes, and environmental concerns regarding flooding and the preservation of the natural habitats in this area. I urge you to oppose these hearings when the time comes to vote. It is extremely important for that area to remain zoned as an agriculture district to maintain the integrity of the area. Thank you for taking the time to read my letter and please feel free to contact me if you have any questions. Thanks so much!

Respectfully,



Amy Wack
(863) 414-1374
amymwack@gmail.com

Barry, Rachel

From: Campbell, Chris
Sent: Friday, June 30, 2023 9:04 AM
To: Barry, Rachel
Subject: Fwd: Subject: Proposed Zoning Change on Sparta Road

Please see below.

Thank you,

Chris Campbell

Get Outlook for iOS

From: Angie Larosa <aalarosa0405@gmail.com>
Sent: Wednesday, June 28, 2023 3:34:16 PM
To: Roberts, Kevin <kroberts@highlandsfl.gov>; Elwell, Don <delwell@highlandsfl.gov>; Kirouac, Scott <skirouac@highlandsfl.gov>; Tuck, Arlene J. <atuck@highlandsfl.gov>; Campbell, Chris <ccampbell@highlandsfl.gov>
Subject: Subject: Proposed Zoning Change on Sparta Road

[**CAUTION:** External Message*]

Dear Highlands County Board of County Commissioners,
I am writing to you today as a concerned resident of Highlands County to strongly oppose the proposed rezoning of over 18 acres on Sparta Road from Agricultural to R3 (amendment # CPA-23-618SS). As a long-term resident who moved here specifically to provide a safer and less congested environment for my family, I am deeply worried about the potential negative consequences of this zoning change.
My husband and I relocated to Highlands County ten years ago, seeking refuge from the congestion and crime prevalent in South Florida. We found solace and tranquility in this community, which led us to purchase property off Henscratch Road and build our dream home.
One of my main concerns is the already-existing heavy congestion along Sparta Road, especially during school drop-off and pick-up times at Cracker Trail Elementary. I have experienced firsthand the difficulties of commuting on this road and have learned to avoid it during these peak hours. The children and parents' vehicles gathered along Sparta Road near several bus stops create a hazardous situation, and adding a high-density development in this area will only exacerbate the congestion and pose an increased risk to the safety of these children.
Furthermore, it has come to my attention that the Sebring City Council recently rejected a proposal for another high-density development in close proximity to Sparta Road due to traffic concerns. This decision demonstrates their foresight and consideration for the well-being of our community. I sincerely hope that the Board of County Commissioners will exhibit the same level of insight and prioritize the safety and quality of life of the residents when deciding on this matter.
In conclusion, I implore the Board of County Commissioners to listen to the concerns of the residents and reject the proposed rezoning of over 18 acres on Sparta Road. It is our collective responsibility to preserve the peaceful and safe environment that attracted many of us to Highlands County. Please make a decision that reflects the best interests of the community and ensures the continued well-being of our families.
Thank you for your attention to this matter. I trust that you will carefully consider the impact this zoning change could have on our community and make a decision that safeguards the interests of the residents.

Sincerely,
Angie LaRosa

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

Garcia, Sergio J

From: Kirouac, Scott
Sent: Monday, October 16, 2023 3:20 PM
To: Barry, Rachel
Cc: Garcia, Sergio J; Sauls, Leah M.
Subject: Fwd: zoning change

Follow Up Flag: Follow up
Flag Status: Flagged

Please see forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County

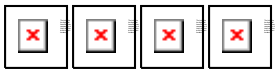
Commissioners

863-402-6500

skirouac@highlandsfl.gov

www.highlandsfl.gov

DISCLAIMER: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity.



Instead contact this office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

From: Anita Bargar <bargarbunch07@hotmail.com>
Sent: Monday, October 16, 2023 1:17 PM
To: Roberts, Kevin <kroberts@highlandsfl.gov>
Cc: Elwell, Don <delwell@highlandsfl.gov>
Subject: zoning change

[**CAUTION:** External Message*]

Mr. Roberts,

My name is Anita Bargar and I live at 1801 Elf Dr.
I understand that the County Commissioners will be holding a meeting tomorrow, October 17, 2023 to discuss rezoning the 18 acres behind our addition from low density residential to high density and from agricultural to Multiple-family dwelling.

I am opposed to this rezoning. My reasons are listed below:

1. Increased flooding and drainage issues.
2. Increased traffic on Sparta Rd.
3. Bus stop at Schlosser and Sparta will put kids at risk.
4. Decrease in home values.
5. Endangering our wildlife.
6. Retention Pond backing up to my neighbors backyards.

I am unable to attend this meeting because I work during this time, but I'm asking for your NO vote on this rezoning.

Thank You,
Anita Bargar
1801 Elf Dr.
Sebring, Fl 33875

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

Barbara Dean
4875 Sparta Road
Sebring, FL. 33875

To Whom it May Concern:

I am writing you today to express my strong opposition for the rezoning on the property west of 27 on east side of Sparta Road. I am against this property which is zoned agricultural to being changed to multi-family dwellings. I moved into my home 25 years ago with the understanding that the land around me was zoned either agriculture or low density residential.

I want the area I moved into to remain the area it was intended to be. If this proposal is approved, there will be an influx of property owners who will request to have zoning changed for financial benefit.

Sincerely,

Barbara G. Dean

Barbara Dean

Barry, Rachel

From: Campbell, Chris
Sent: Wednesday, June 21, 2023 2:26 PM
To: Barry, Rachel
Subject: Fwd: Sparta rd

Please include this in the record.

Thank you,

Chris Campbell

Get Outlook for iOS

From: Campbell, Chris <ccampbell@highlandsfl.gov>
Sent: Wednesday, June 21, 2023 2:25:05 PM
To: Bruce Burkholder <brucelynnburkholder@gmail.com>
Subject: Re:

Thank you for your input on this matter. I am going to send this to our planning and zoning department as well so that this will become part of the record.

Kind regards,

Chris Campbell
Highlands Co. Commissioner
District 5

Get Outlook for iOS

From: Bruce Burkholder <brucelynnburkholder@gmail.com>
Sent: Wednesday, June 21, 2023 2:14:59 PM
To: Campbell, Chris <ccampbell@highlandsfl.gov>
Subject:

[**CAUTION:** External Message*]

Dear Commissioner Campbell,

We are writing to express our deep concerns and strong objection to the rezoning of three parcels on Sparta Rd. (Parcel C-05-35-29-A00-0400-0000 and 4200 Sparta Road and 4021 Stiles Lane). Unfortunately, we will be out of town on July 18th, the day of the hearing, but with this correspondence we submit our concerns for this proposal.

1. Traffic. During rush hour the movement on Sparta Rd. and entrance to US 27 is heavy. During school days, there is already much traffic as parents drop off and pick up their children at Cracker Trail Elementary. Can you imagine what Sparta Rd. would be like if medium density housing/multiple family housing were constructed? Not only would

this additional traffic be a nuisance, but it would create a dangerous environment for children who wait for school buses and others who traverse this road.

2. Flooding. Both our neighborhood and surrounding neighborhoods experience flooding during the rainy season. It is my understanding that our properties are designed to drain through the properties in question. Medium density housing in the area would only exacerbate our flooding issues.
3. Crime. Some studies show that crime is greater in multiunit home neighborhoods than in single unit home neighborhoods.
4. Home value. Multiple unit homes constructed adjacent to our neighborhood would significantly lower the value of our home.
5. Urbanization. One of the great draws of living off Sparta Rd. is the rural feel. Although we are only minutes from US27, the area is quiet and pristine. Further development would alter this environment, both for our neighborhood, but also for Sudan Interior Missionary Village across the street from the indicated parcels and Sparta youth camp less than a mile away.

For these reasons, and several more, we strongly request that you deny this proposal and preserve the beauty and tranquility of our neighborhoods. Thank you for your consideration.

Sincerely,

Bruce & Lisa Burkholder
1907 Bambi Court
Sebring, FL 33875
brucelynnburkhoder@gmail.com
8673.835.0200

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

Rezoning Waldron 18 acres on Sparta Road

Bruce Baker <bwb1949@live.com>

Mon 6/12/2023 7:13 AM

To:Barry, Rachel <rbarry@highlandsfl.gov>

[**CAUTION:** External Message*]

Good morning,

I have lived just off Sparta Road for 31 years. I chose to build here because it's close to town, zoned agriculture so we could enjoy our animals and wildlife. Sparta Road is busy but not congested. I strongly oppose the rezoning of the Waldron 18 acres from agriculture to multi-family dwellings.
These are my reasons;

1. It will destroy the essential character of the neighborhood.
2. It will increase traffic congestion on Sparta Road.
3. It will diminish aesthetic value of the neighborhood.
4. Multifamily dwellings of this magnitude are not compatible with this neighborhood.
5. There is the potential for a rise in crime in this neighborhood.
6. It will negatively affect property values.

Bruce and Vickie Baker
135 Brittany Lane
Sebring, Florida 33875
863-381-8093

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

To Our County Commissioners;

I'm writing to express my objection to Admendment to # CPA 23618 SS.

With as much traffic as we have on Sparta Rd & Schlosser Rd, with traffic & accidents & etc. what's next. Widening the roads to accomidate all these people.

We already have not get enough police, Sheriffs & Firemen. What then.

Thank you.

Carla A. LeBlanc

Barry, Rachel

From: Tuck, Arlene J.
Sent: Monday, October 9, 2023 12:47 PM
To: Sawyer, Nicholas A.; Hurner, Laurie; Barry, Rachel
Subject: Fwd: Keatly Waldron Re-Zone of 18 Acres. 80 +Units Condo/Townhouse.

Get Outlook for iOS

From: Linda Smith <poopom@yahoo.com>
Sent: Monday, October 9, 2023 11:04 AM
To: Tuck, Arlene J. <atuck@highlandsfl.gov>; Arlene Tuck <atuck@highlandsfl.giv>
Subject: Re: Keatly Waldron Re-Zone of 18 Acres. 80 +Units Condo/Townhouse.

[CAUTION: External Message*]

Sent from my iPhone

> On Oct 9, 2023, at 11:01 AM, Linda Smith <poopom@yahoo.com> wrote:
>
> From: Charles and Linda Smith
>
> We are writing this to let you know we are opposed to the approval of change in zoning from Low Density Residential to High Density R-3for the above referenced. We would not be opposed to a R-1 zoning.
>
> Our reasons are as follows:
> (1). New homes will draw in a lot of people but don't expand the infrastructure to support it. So traffic will become a nightmare. Amenities would need to be increased.
> (2). More housing increases more children in schools. More people to and in our hospitals. Currently the healthcare in Highlands County is below the national average. Doctors are in short supply as well as hospital beds.
> (3). More cars in Sparta Rd without any information on widening it. The new VA Clinic and other VA services will definitely increase traffic on Sparta Rd.
> (4). Construction time is a concern due to the noise level of many units being built.
> (5). Construction personnel— laborers, roofers, concrete workers, electricians, plumbers, landscapers, road pavers, etc., will come from where? As we have seen with Sun n Lakes many will sleep in the woods or in the ground so they can work.
> You can't get a/c, roofers, electricians, plumbers personnel now in Highlands County without waiting several weeks to a month.
> (6). The retention pond is definitely a real issue. It is directly south towards Elf Drive behind homes who already experience drain field problems every time a hurricane passes by despite getting new drain fields.
> Mr Waldron had a 3 foot buffer put up next to his fencing behind the Elf Dr homes which rain water runs off and floods the back yards.
> An overflow will only add to the Elf Dr homes back yard problem. If the direction of the retention pond could be directed EAST instead of SOUTH it would help the homes in Elf Drive from any future flooding.
>
> Thank you for your time in this concerning matter for Elf Drive homeowners.

>
> Charles Smith and Linda Smith
> 1819 Elf Dr
> Sebring, Fl. 33875
> 863-991-3354
>
>
>
> Sent from my iPhone

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Barry, Rachel

From: Kirouac, Scott
Sent: Thursday, October 12, 2023 5:10 PM
To: Barry, Rachel
Cc: Garcia, Sergio J; Sauls, Leah M.
Subject: Fwd: K Waldron Sparta Rd

Please see forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County

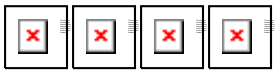
Commissioners

863-402-6500

skirouac@highlandsfl.gov

www.highlandsfl.gov

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office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

From: chrisamarine@gmail.com <chrisamarine@gmail.com>
Sent: Thursday, October 12, 2023 5:02 PM
To: Kirouac, Scott <skirouac@highlandsfl.gov>
Subject: K Waldron Sparta Rd

[**CAUTION:** External Message*]

Commissioner Kirouac

We have been following the course of Keatley Waldron's request to re-zone his property from AG to R3. As residents living on Sparta Rd, we sincerely ask that you please not approve this request.
Currently, the traffic on Sparta is already taxed to the limit with the Cracker Trail School. In addition, a new Veterans complex has been approved off Sparta on Bassage Rd. That will greatly increase the traffic on Sparta Rd. In addition, the surrounding neighbors near the proposed change purchased acreage because they wanted that country or ranchette living. We understand that you could approve a R1 or even a R2 rating but jumping from AG straight to R3 is a huge change which we feel will be detrimental to the existing neighbors and all of us who live on Sparta Rd. Please, we are asking that you not approve an R3 zoning change.

Respectfully,

Chris & Diane Marine
Carol Sommers
Joe Calhoun Sr.

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Barry, Rachel

From: Savage Air <deacon65@gmail.com>
Sent: Tuesday, June 13, 2023 10:01 AM
To: Barry, Rachel; Hunnicutt, Suzanne; Ingler, Rick; Youngman, Frank; Roberts, Thomas; Boring, Chip; Campbell, Chris
Subject: Amendment Number CPA-23-618SS, Ordinance 22-23-__and Amendment Number P&Z 2128, Resolution 22-23-__

[**CAUTION:** External Message*]

Dear Sirs,

This letter is in response to the above subject matter listed in the Subject line of this email.

I own acreage in Stiles Ranchettes.
I believe the name of this "area" says it all. Stiles RANCHETTES. I purchased my acreage years ago with the expectation that I was buying into an area designated as Ranchettes NOT apartments or any other multi-family subdivision.
My DREAM was to build a home to retire in when the time arose in a semi - rural area with open green spaces. I did NOT purchase it as an area of "multi-family" parcels.
I oppose this rezoning effort Vehemently.

I understand that an individual has the right to sell their property and they would like to see a monetary growth in their investment. However, this particular change impacts EVERYONE who purchased acreage here with the expectation they were purchasing RANCHETTES.

Finally, I do want to state for the record. IF this rezoning is approved even after all of the negative response you have received from the community/area, I WILL begin moving forward with requesting my acreage to be rezoned for either a mobile home park , campground , or Tiny Home community. That change will allow me to make enough money I can still move forward with my dream of living in a "country" location somewhere else in my retirement years. I will EXPECT no problems with my rezoning effort from the board.

I do NOT want to have to do so. However, it would allow me to finacially move to an area where I would prefer to be, rather than one that is forced upon me by your decision. I would much rather keep Stiles Ranchettes as RANCHETTES.

Thank you for your time,
Chris Savage

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Barry, Rachel

From: Cindy Gossard <cdgossard@gmail.com>
Sent: Monday, June 12, 2023 3:19 PM
To: Barry, Rachel
Subject: Re: CPA-23-618SS AND P&Z 2128

[**CAUTION:** External Message*]

Sorry my phone is 863-381-4107

On Mon, Jun 12, 2023 at 3:15 PM Cindy Gossard <cdgossard@gmail.com> wrote:

> As a resident of Erin Park living on Shamrock Drive I am highly opposed to the rezoning from Agricultural to residential on property owned by Keatly Waldron.
> Please call me with any questions you may have as my opposing the rezoning.
> Cindy Gossard 863-981-4107

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Barry, Rachel

From: Tuck, Arlene J.
Sent: Tuesday, October 17, 2023 5:06 PM
To: Sawyer, Nicholas A.; Hurner, Laurie; Barry, Rachel
Subject: Fwd: Rezoning

Get Outlook for iOS

From: Cindy Gossard <cdgossard@gmail.com>
Sent: Monday, October 16, 2023 9:30 AM
To: Roberts, Kevin <kroberts@highlandsfl.gov>; delwell@highlandsfl.go <delwell@highlandsfl.go>; skirouac@highlandsfl.go <skirouac@highlandsfl.go>; ccampbell@highlandsfl.gp <ccampbell@highlandsfl.gp>; Tuck, Arlene J. <atuck@highlandsfl.gov>
Subject: Rezoning

[**CAUTION:** External Message*]

Please put on record that I highly opposed the rezoning of the agricultural area that will go in front of the board to rezone as condominiums / townhomes. I have lived in Erin Park for 37 years and have seen much growth. Friday I left the house at 7 am and had to wait over 3 minutes to pull out on Sparta due to the congested school traffic. Waiting at the drop off line I noticed cars using Sparta to 66. Sparta road can't handle all the traffic. What's going to happen when they add the VA on Bassage and Sparta. Please consider the homeowners and taxpayers that live in this area that it will affect.
Sincerely
Cindy

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Barry, Rachel

From: Craig S <cesherm@gmail.com>
Sent: Tuesday, June 27, 2023 6:22 PM
To: Barry, Rachel
Subject: Sparta Rezoning Opposition

[**CAUTION:** External Message*]

I am writing to you to ask you to look into the Sparta Rezoning to R3. I am opposed to this because of the likelihood of **substantially increased traffic**, not to mention the potential damage to wildlife in the area as well as that this rural area is not appropriate for large scale development.

It seems me that we need to preserve some of Highlands County from large-scale development and avoid the resulting traffic issues on county roads.

Yours,

Craig Sherman
6750 US 27 N
Sebring, FL 33870
317-410-8080

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Barry, Rachel

From: Cristina Merritt <cmerritt750@hotmail.com>
Sent: Wednesday, June 28, 2023 8:30 AM
To: Barry, Rachel
Subject: Rezoning on Sparta Road

[**CAUTION:** External Message*]

I am writing to express my opposition to the rezoning of the parcels on Sparta Road. I realize that more housing is needed in Sebring due to the influx of people, but I don't feel like that is the place to do it for these reasons:
--Can Sparta Road take the amount of traffic that it will be required to hold? That amount of traffic flowing into Highway 27, which is already overcrowded and a mess to drive on, is also something to consider.
--What will all of this construction and building do to the flow of water in that area? Will it redirect to the houses that are already there and cause issues for them?
--What about the wildlife? This would destroy the local wildlife habitat.
--The people that have property there bought because of the location and the agricultural zoning. I would not want a subdivision in my backyard when I bought land so that I wouldn't be living in or near a multi-family dwelling and all that issues that would come with that.
I urge you to not approve the rezoning. Thank you for your service and support of our communities.
Cristina Merritt
750 Arbuckle Branch Road
Sebring, FL 33870
I

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Barry, Rachel

From: Crystal Brackett <pearl835@gmail.com>
Sent: Sunday, June 18, 2023 7:05 PM
To: Barry, Rachel
Subject: Opposed to amendment

[**CAUTION:** External Message*]

I would like to state I lived on Sparta Rd for over 10 years.. have friends still living in the area, due to traffic already being high in the area and wanting the area to remain its natural beauty.. .. just take a trip down Sparta to the curve at bassage! It's nasty! Why would you want a beautiful area to be destroyed by tons of houses and pollution, gas and oil from the cars damaging the livestock and soil potential to grow vegetables. I'm strongly opposed to amendment CPA-23-618ss . Please know it is wrong for all the people who bought the property in the area for the reason of wanting a beautiful natural area to live in ..not a crowded subdivision! Even the original owner of the property was his wish to keep it natural. Thank you for your time. Crystal L Brackett

Currant address 4315 Grass Ave, Sebring, FL 33875

Past address 3740 Sparta Rd

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Barry, Rachel

From: DALE ESPOSITO <aadale@embarqmail.com>
Sent: Monday, May 29, 2023 11:52 AM
To: Barry, Rachel
Subject: Rezoning Amendment Number CPA - 23- 61855 and P&Z 2128 22-23

[**CAUTION:** External Message*]

Dale & Doris Esposito 3827 Leeway Ct. Sebring Fl.
33875 We are completely against rezoning these parcels....I am told that they want to build a large apartment complex there? These are a few reasons why.

1. Homeowner personal privacy
2. Landholders personal privacy being overlooked at all times
3. Property value decrease and higher taxes
4. Distracts from ambience of area
5. Peaceful environment being lost due to busy apartment complex
6. Loss of natural habitat for deer, livestock and other wildlife
7. Heavy traffic on Sparta Rd will increase even more than before
8. Crime will rise due to overpopulation. Homeowners take pride in their homes. Apartment dwellers come and go.

There will be at least 2yrs of construction causing Noise, equipment traffic, halting traffic, excessive dust, causing us to constantly clean our homes and possessions. not to mention the air quality! A lot of people in our area use oxygen. The traffic on Sparta is already busy to the point it's dangerous ! Especially since everybody drives over the speed limit up to as much as 80 mph every day . I see this from my Screen room , On Schlosser & Leeway Ct. we have children , joggers and dog walkers here everyday because its safe . That will end. There will be a higher possibility of crime in our area consisting of burglaries , sex offenders . drug addicts etc. You know it and so do I . We deserve to live in a quiet & safe neighborhood .

" BOTTOM LINE " This area is considered county , Not city . Apartment complexes do not belong in a rural area .We hope that dignity overrules clout ?

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(No subject)

Darlene Celentano <sweetdarlene59@gmail.com>

Sun 6/11/2023 7:49 PM

To:Barry, Rachel <rbarry@highlandsfl.gov>

[**CAUTION:** External Message*]

I am emailing to object to the rezoning of the agricultural district to multiple family dwelling plan development district(R-3 PD). Thx you Darlene Celentano

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

Barry, Rachel

From: djones1979 <djones1979@centurylink.net>
Sent: Sunday, May 21, 2023 4:49 PM
To: Barry, Rachel
Subject: CPA-23-618SS & P&Z 2128

[**CAUTION:** External Message*]

I'm opposed to the rezoning CPA-23-618SS!! I have lived here in Highlands county my entire life and definitely don't feel like this would benefit our community at all. I have both friends and family that both live in that particular area and would hate to see the beautiful agricultural lands disappear. This is where we enjoy nature and ride our horses. Our kids would be devastated. I also travel Sparta rd daily and the influx of traffic is definitely not needed. Why take our few agricultural lands left in the area, just to build a multi- family housing unit? Put it somewhere else already zoned appropriately. I hope everyone will consider this and not overlook our agricultural lands, using them as they were intended.

Best Regards, Darrel Jones

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Barry, Rachel

From: Campbell, Chris
Sent: Tuesday, October 10, 2023 6:55 PM
To: Barry, Rachel
Subject: Fwd: New text message from (863) 991-5353

This is a text message I received opposing the Sparta Rd re zoning.

Thank you,

Chris Campbell

Get Outlook for iOS

From: Chris Campbell <tochriscampbell@gmail.com>
Sent: Monday, October 9, 2023 7:32:25 PM
To: Campbell, Chris <ccampbell@highlandsfl.gov>
Subject: Fwd: New text message from (863) 991-5353

[**CAUTION:** External Message*]

Begin forwarded message:

From: "(863) 991-5353" <18634381488.18639915353.8JF-V7wnXl@txt.voice.google.com>
Subject: New text message from (863) 991-5353
Date: October 9, 2023 at 6:53:34 PM Eastern Daylight Time
To: tochriscampbell@gmail.com

Voice

Good evening my name is Darrel Jingst and I live at 1516, Katcalani Ave, Sebring FL 33870. I am against the rezoning of the Waldron property on Sparta Rd. Please vote no and don't allow the property to be rezoned to R3

To respond to this text message, reply to this email or visit Google Voice.

YOUR ACCOUNT HELP CENTER HELP FORUM

This email was sent to you because you indicated that you'd like to receive email notifications for text messages. If you don't want to receive such emails in the future, please update your email notification settings.

Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

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Barry, Rachel

From: DAVID & LINDA WACK <dlwack@embarqmail.com>
Sent: Monday, May 29, 2023 10:55 AM
To: Barry, Rachel
Subject: Objection to rezoning. CPA-23-618SS
Attachments: Rezoning of 4021 Stiles.docx

[**CAUTION:** External Message*]

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

I am writing to let you know that I am *against* the proposed zoning change Amendment CPA-23-618SS.

When my wife and I purchased our property in 1995 we had to wait for Mr. Stiles to have it plotted out into Ranchettes, we were excited that this area was Ranchettes and a great place to raise family and have our livestock, we have made it our home. Never did we dream that we would be up against a developer ruining the lifestyle we enjoy. The track known as 4021 Stiles Lane only has access from Stiles Lane which is a privately owned easement which we own the largest part of (the other half is owned by Tina & Pete Dupriest). Because of this we have the added expense of a rider to our homeowners' policy. 4021 Stiles Lane connects to both our properties.

This type of rezoning is not compatible with the surrounding area and will have an impact on our property values as well as the peacefulness we currently enjoy. We enjoy Ranchette lifestyle sitting on our porch watching deer, turkey, and our livestock. This will only lead to trespassing, noise pollution and sleepless nights for this quiet community.

Also, it will add to the traffic on Sparta Rd., which during school times is already terrible with multiple wrecks at the Sparta & 27 and Sparta & 66 intersections. And that is not even considering the routine backups at the Sparta/Hwy 27 intersection due to the long stop light times. This will affect everyone that lives on and off Sparta Rd.

We do not like the thought of sitting on our back porch watching the buildings going up and the substantial number of residences, yet this will occur only *100 yards* from our home unless you deny this drastic rezoning.

Please do not let someone's financial greed ruin the peaceful lifestyle of so many that live in this Ranchette community and the surrounding areas. If Mr. Waldron does not want his land anymore, he can sell it as Ranchette Parcells just as he bought it and still make a good profit.

Please also consider the water run off from this type of development and the affect it will have on the current residences. According to the Southwest Florida Management District, two of the three parcels in question show floodplain areas.

The loss of permeable soil and required elevated foundations will deter the water overflow which will be greater on our property than before. Which may also create an environmental hazard.

(In hurricanes Irma & Ian the water ran out of Little Lake Jackson on Shamrock Dr. across Sparta Rd and filled up all this land for weeks/months until it ran off further down on Jackson Creek)

Sincerely,

David & Linda Wack

2005 Schlosser Rd.

Barry, Rachel

From: David Wack <kwcattledw@yahoo.com>
Sent: Monday, June 5, 2023 10:12 AM
To: Barry, Rachel
Subject: CPA-23-618SS

[**CAUTION:** External Message*]

Rezoning of this Beautiful and rare piece of property is crazy thing to do. It has agriculture for Decades just because someone sees $$$ signs doesn't give them the right to change it. The community isn't going to get nothing out of this change. I don't agree with the change.

Sent from Yahoo Mail on Android

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Barry, Rachel

From: Deborah Mcintyre <deborahmcintyre48@yahoo.com>
Sent: Monday, June 12, 2023 11:17 AM
To: Barry, Rachel
Subject: Subject: Strong Opposition to Rezoning Amendment CPA-23-618/55 - Rezoning on Sparta Road

[**CAUTION:** External Message*]

Subject: Strong Opposition to Rezoning Amendment CPA-23-618/55 - Rezoning on Sparta Road

Dear Rachel,

I am writing to express my strong opposition to the rezoning Amendment CPA-23-618/55 located on the east side of **Sparta Road**, approximately 1.13 miles west of US 27, 2.95 miles north of SR 66, and .12 miles south of Schlosser Road. Specifically, I am deeply concerned about the proposed development of a multifamily complex on this site. As a resident of the community, I join other concerned neighbors in vehemently opposing this rezoning amendment.

Let me first acknowledge that I understand the need for development as our town, Sebring, continues to grow. We recognize that responsible development is essential for progress and the well-being of our community. However, it is crucial that development occurs in areas that are appropriately zoned for such projects. We believe in maintaining the integrity of existing zoning designations and ensuring that they are not subject to constant change whenever an individual seeks to maximize their profits.

Our opposition to the proposed rezoning is not rooted in an outright aversion to development but rather a concern for preserving the unique character and environmental balance of our neighborhood. We firmly believe that growth should be directed towards areas that are already designated for multifamily dwellings or commercial purposes. By adhering to established zoning regulations, we can strike a harmonious balance between growth and preservation, benefiting both the local economy and the quality of life for all residents.

By continually changing the zoning of agricultural and residential areas to accommodate development projects, we risk degrading the very qualities that attracted many of us to settle in this community. It is essential to have a stable and consistent zoning framework that ensures the long-term sustainability of our neighborhoods. A thoughtful and well-planned approach to development will preserve the charm and value of our properties while supporting the overall growth of our town.

I implore you to consider the concerns raised by myself and the fellow residents of our community. Our intention is not to hinder progress or economic development, but rather to advocate for responsible and sustainable growth. Let us work together to create a vision for Sebring that embraces the principles of smart development and maintains the unique character that makes our town so special.

Thank you for considering our perspective and for your dedication to serving the best interests of our community. We look forward to working with you to ensure that Sebring continues to thrive while preserving the essence of our beloved neighborhood.

Yours sincerely,

Debbi McIntyre

Debbi McIntyre

4621 Sparta Road

Sebring, FL 33870

239-887-1196

Deborahmcintyre48@yahoo.com

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Barry, Rachel

From: Rushlo, Debra <debra.rushlo@accenture.com>
Sent: Monday, June 12, 2023 11:04 AM
To: Barry, Rachel
Subject: Amendment Number CPA-23-618SS

[**CAUTION:** External Message*]

Dear Ms. Barry,
I am writing you today about the Stiles Ranchettes, planned for Schlosser Rd.
As a life-long resident of Sebring and a frequent Sparta Road traveler this apartment plan will be a nightmare.
I am against Amendment Number CPA-23-618SS.

Sincerely,
Debra Rushlo
3617 Paradise Dr.
Sebring, FL.

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Barry, Rachel

From: Kirouac, Scott
Sent: Tuesday, July 18, 2023 7:14 AM
To: Barry, Rachel
Cc: Culpepper, Melony; Sauls, Leah M.
Subject: Fwd: Schlosser and Sparta Rd Ag Change

Please see forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County

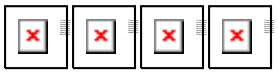
Commissioners

863-402-6500

skirouac@highlandsfl.gov

www.highlandsfl.gov

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office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

From: Debra Rushlo <debbhighlands@gmail.com>
Sent: Tuesday, July 18, 2023 7:13 AM
To: Kirouac, Scott <skirouac@highlandsfl.gov>
Subject: Schlosser and Sparta Rd Ag Change

[**CAUTION:** External Message*]

I urge you to vote NO on the zoning change.
Debbie Rushlo

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Garcia, Sergio J

From: Kirouac, Scott
Sent: Monday, October 16, 2023 3:19 PM
To: Barry, Rachel
Cc: Garcia, Sergio J; Sauls, Leah M.
Subject: Fwd: Meeting 10/17/23 @ 9am

Follow Up Flag: Follow up
Flag Status: Flagged

Please see forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County

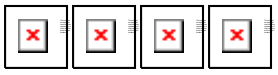
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Instead contact this office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

From: Lykes Collier & Debra Wilbanks <collier8615@gmail.com>
Sent: Monday, October 16, 2023 2:23 PM
To: kroberts@highlandfl.gov <kroberts@highlandfl.gov>; Elwell, Don <delwell@highlandsfl.gov>; Kirouac, Scott <skirouac@highlandsfl.gov>; Campbell, Chris <Ccampbell@highlandsfl.gov>; Tuck, Arlene J. <atuck@highlandsfl.gov>
Subject: Meeting 10/17/23 @ 9am

[**CAUTION:** External Message*]

Greetings commissioners,

I am a long time resident of Highlands County, I grew up here and moved around a bit as an adult but have come back here to live and reside the rest of my life here. My father, Lykes Collier, lived his whole life here and literally was one of the original 5 houses that were built on Sparta Rd, which my daughter and her husband now own and plan to raise their family. My residence is off Sparta Rd on Killarney Drive. It has been a bit heart breaking to see all the development taking place in our small "hometown", which has made it a much colder place to live with so many ppl coming here. I worry about the traffic on Sparta Rd, as it is already increased due to additional houses, schools, churches, etc. I cannot imagine 80+ condos/townhomes going in on this road and it not being a huge issue with traffic/accidents/delays. I literally helped farm on this property that is trying to be rezoned when I was in FFA/Ag at SHS. It saddens me deeply to see this property get covered with townhomes/condos. There are still a lot of wildlife that live in these areas and increased housing and traffic can hinder this as well.

The zoning of this property was made low density residential for a reason, it was not meant to have high density population in these areas. As you are aware, zoning is made for a reason and to change a line slightly or allow a shed or duplex is one thing but to change it from one residence on 5 acre parcels to 80+ on 10-15 acres is ridiculous and should not be approved.

I plead with you at this time, PLEASE do NOT allow this property to be rezoned, keep it as Low Density Residential as it was always intended to be. Joe Stiles and his family were pillars in our community and it's terrible that the original people that worked so hard to own and homestead this property are no longer here to fight for this as well. So, only the children of these "hometown" people can speak up to try to keep it the way it was intended and maintain our homes and surrounding areas as they should be. Many of you are from Sebring/Highlands county as well and I'm sure you would NOT want 80+ condos/townhomes going in on your street either. So, please seriously consider this if you lived next door to this beautiful property and then someone wanted to build and cover all this land with concrete and buildings...how would you feel?

Your time and consideration is greatly appreciated in this decision.

Kind regards,
Debra Wilbanks

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Barry, Rachel

From: Campbell, Chris
Sent: Tuesday, October 17, 2023 3:48 PM
To: Barry, Rachel
Subject: Fwd: Meeting 10/17/23 @ 9am

Get Outlook for iOS

From: Lykes Collier & Debra Wilbanks <collier8615@gmail.com>
Sent: Tuesday, October 17, 2023 2:45:23 PM
To: Elwell, Don <delwell@highlandsfl.gov>; Kirouac, Scott <skirouac@highlandsfl.gov>; Campbell, Chris <Ccampbell@highlandsfl.gov>; Tuck, Arlene J. <atuck@highlandsfl.gov>; Roberts, Kevin <kroberts@highlandsfl.gov>
Subject: Re: Meeting 10/17/23 @ 9am

[**CAUTION:** External Message*]

Greetings again commissioners,

I was unable to attend the meeting this morning as I had clients that I could not reschedule. I found out that it has been tabled until 11/7, I believe is what I was told. I'm wondering why you wouldn't allow this meeting to be later in the day so other residents that work can attend and speak up on their behalf as well. It's very difficult to continue to take off work for some and the meeting gets postponed to another day/time. Couldn't the meeting be at 5:30pm so the working class citizens that should be allowed to speak can attend as well? You've been elected to represent the county and the people of this county, we would hope that you want to hear our opinions as well as receive our votes. I cannot believe that you will have many ppl in favor of this rezoning, except for those that plan to make money off this venture. All of the "hometown" people that live here do **NOT** want this to happen. Please consider having your meeting a little later in the day so those that work can attend as well, unless you have heard from enough people to understand the true feelings of those that live in this area and make an informed decision that will be in the best interest of the majority it will affect.

AGAIN, I plead with you at this time, **PLEASE** do **NOT** allow this property to be rezoned, keep it as Low Density Residential as it was always intended to be.

Your time and consideration is always appreciated!

Kind regards,
Debra Wilbanks

On Mon, Oct 16, 2023 at 2:23 PM Lykes Collier & Debra Wilbanks <collier8615@gmail.com> wrote:

> Greetings commissioners,
>
> I am a long time resident of Highlands County, I grew up here and moved around a bit as an adult but have come back here to live and reside the rest of my life here. My father, Lykes Collier, lived his whole life here and literally was one of the original 5 houses that were built on Sparta Rd, which my daughter and her husband now own and plan to raise their family. My residence is off Sparta Rd on Killarney Drive. It has been a bit heart breaking to see all the development

taking place in our small "hometown", which has made it a much colder place to live with so many ppl coming here. I worry about the traffic on Sparta Rd, as it is already increased due to additional houses, schools, churches, etc. I cannot imagine 80+ condos/townhomes going in on this road and it not being a huge issue with traffic/accidents/delays. I literally helped farm on this property that is trying to be rezoned when I was in FFA/Ag at SHS. It saddens me deeply to see this property get covered with townhomes/condos. There are still a lot of wildlife that live in these areas and increased housing and traffic can hinder this as well.

The zoning of this property was made low density residential for a reason, it was not meant to have high density population in these areas. As you are aware, zoning is made for a reason and to change a line slightly or allow a shed or duplex is one thing but to change it from one residence on 5 acre parcels to 80+ on 10-15 acres is ridiculous and should not be approved.

I plead with you at this time, PLEASE do NOT allow this property to be rezoned, keep it as Low Density Residential as it was always intended to be. Joe Stiles and his family were pillars in our community and it's terrible that the original people that worked so hard to own and homestead this property are no longer here to fight for this as well. So, only the children of these "hometown" people can speak up to try to keep it the way it was intended and maintain our homes and surrounding areas as they should be. Many of you are from Sebring/Highlands county as well and I'm sure you would NOT want 80+ condos/townhomes going in on your street either. So, please seriously consider this if you lived next door to this beautiful property and then someone wanted to build and cover all this land with concrete and buildings...how would you feel?

Your time and consideration is greatly appreciated in this decision.

Kind regards,
Debra Wilbanks

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Garcia, Sergio J

From: Kirouac, Scott
Sent: Monday, October 16, 2023 6:36 AM
To: Barry, Rachel
Cc: Garcia, Sergio J; Sauls, Leah M.
Subject: Fwd: Rezong request by Keatley Waldron

Follow Up Flag: Follow up
Flag Status: Flagged

Please see forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County

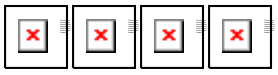
Commissioners

863-402-6500

skirouac@highlandsfl.gov

www.highlandsfl.gov

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Instead contact this office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

From: knowfun13 <knowfun@gmail.com>
Sent: Monday, October 16, 2023 6:34 AM
To: Roberts, Kevin <kroberts@highlandsfl.gov>; Elwell, Don <delwell@highlandsfl.gov>; Kirouac, Scott <skirouac@highlandsfl.gov>; Campbell, Chris <ccampbell@highlandsfl.gov>; Tuck, Arlene J. <atuck@highlandsfl.gov>
Subject: Rezong request by Keatley Waldron

[**CAUTION:** External Message*]

Dear Commisioners,

My name is Edward Richman. My address is 1655 Killarney Dr on the corner of Sparta Rd. My wife Rosa and I are adamantly opposed to the rezoning of this land. We already have too much traffic on Sparta Rd. Allowing high density housing here will only make the problem worse. Please reject this application. My phone number is 863-214-6304, if you have any questions about why I oppose this rezoning effort.

Thank you
Ed Richman

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Barry, Rachel

From: Campbell, Chris
Sent: Tuesday, July 11, 2023 12:25 PM
To: Barry, Rachel
Subject: Fwd: Objection to zoning change and land use change Hearing numbers CPA-23-618SS & P & Z 2128

Please see below.

Get Outlook for iOS

From: Elizabeth Bohan <bbohan6@gmail.com>
Sent: Monday, July 10, 2023 4:14:34 PM
To: Campbell, Chris <ccampbell@highlandsfl.gov>
Subject: Fwd: Objection to zoning change and land use change Hearing numbers CPA-23-618SS & P & Z 2128

[**CAUTION:** External Message*]

---------- Forwarded message ---------
From: **Elizabeth Bohan** <bbohan6@gmail.com>
Date: Mon, Jul 10, 2023 at 4:09 PM
Subject: Objection to zoning change and land use change Hearing numbers CPA-23-618SS & P & Z 2128
To: <rbarry@highlandsfl.gov>
Cc: <kroberts@highlands.fl.gov>, <skirouac@highlands.fl.gov>, <delwell@highlands.fl.gov>, <atuck@highlands.fl.gov>, <ccampbell@highlands.fl.gov>

I am writing to very strongly object to Keatley Waldron's request to change the land use and zoning change (hearing numbers CPA-23-618SS & P&Z 2128). My mother, Bettie McAnly, has lived at 2125 Schlosser Road for over 20 years and we have our horses there. It is quiet and beautiful with abundant deer and wild turkeys.

We have watched the land in question be completely underwater after storms and the traffic on Sparta is already a problem. The dangerous 27 and Sparta intersection has been the site of many bad accidents. Adding a lot more traffic to this situation would be awful.

My family is very much against the proposed zoning and land use change requested by Keatley Waldron.

Thank you for your consideration,

Elizabeth McAnly Bohan
cell phone: 863-214-3549
2721 Lakeview Drive, Sebring, Fl33870

Bettie McAnly
2125 Schlosser Road

Sebring, Fl. 33875

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

Barry, Rachel

From: Campbell, Chris
Sent: Wednesday, October 11, 2023 8:26 AM
To: Barry, Rachel
Subject: Fwd: New text message from (863) 381-6560

Get Outlook for iOS

From: Chris Campbell <tochriscampbell@gmail.com>
Sent: Tuesday, October 10, 2023 9:29:39 PM
To: Campbell, Chris <ccampbell@highlandsfl.gov>
Subject: Fwd: New text message from (863) 381-6560

[**CAUTION:** External Message*]

Begin forwarded message:

From: "(863) 381-6560" <18634381488.18633816560.PjL3ZX2bdS@txt.voice.google.com>
Subject: New text message from (863) 381-6560
Date: October 10, 2023 at 12:24:03 PM Eastern Daylight Time
To: tochriscampbell@gmail.com

Voice

Good Afternoon, my name is Emmett Andrews and I live in the city of Sebring at: 2771 Lakeview Drive. I read in the paper about new amended agreements needed for Hero's development on Sparta road. That will create a massive residential community that will stress the area and neighborhoods that are already there especially traffic.
I understand that there are others that want to rezone other properties on Sparta road that will only create more traffic hazards there. Therefore, please vote no on rezoning to R3.

To respond to this text message, reply to this email or visit Google Voice.

YOUR ACCOUNT HELP CENTER HELP FORUM

This email was sent to you because you indicated that you'd like to receive email notifications for text messages. If you don't want to receive such emails in the future, please update your email notification settings.

Google

Google LLC
1600 Amphitheatre Pkwy
Mountain View CA 94043 USA

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Barry, Rachel

From: Gail Pontius <gail.pontius@gmail.com>
Sent: Monday, June 12, 2023 3:46 PM
To: Barry, Rachel
Subject: CPA-23-618SS AND P&Z 2128

[**CAUTION:** External Message*]

As a resident of Shamrock Drive, in Sebring, Florida. I highly oppose to the rezoning of the property, owned by Keatly Waldron to go from agricultural zoning to residential.

There is already very high traffic volume on Sparta Road due to school and access to 66.

Thank you,
Gail Pontius
1124 Shamrock Drive.

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Garcia, Sergio J

From: Kirouac, Scott
Sent: Monday, October 16, 2023 10:50 AM
To: Barry, Rachel
Cc: Garcia, Sergio J; Sauls, Leah M.
Subject: Fwd: Rezoning

Follow Up Flag: Follow up
Flag Status: Flagged

Please see forwarded email for the record.

Scott A. Kirouac
Commissioner, District 3
Highlands County Board of County Commissioners
863-402-6500
skirouac@highlandsfl.gov
www.highlandsfl.gov

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From: Gail Pontius <gail.pontius@gmail.com>
Sent: Monday, October 16, 2023 10:45 AM
To: Tuck, Arlene J. <atuck@highlandsfl.gov>; Campbell, Chris <ccampbell@highlandsfl.gov>; Elwell, Don <delwell@highlandsfl.gov>; kroberts@highlandfl.gov <kroberts@highlandfl.gov>; Kirouac, Scott <skirouac@highlandsfl.gov>
Subject: Rezoning

[**CAUTION:** External Message*]

I am a resident of Erin Park and very apposed to rezoning the area on Sparta Road to Multi family dwelling. Sparta Road barely can handle the traffic now.
Gail Pontius

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

Barry, Rachel

From: Gary Stoldt <gary.stoldt@gmail.com>
Sent: Friday, May 19, 2023 9:34 AM
To: Barry, Rachel
Cc: Roberts, Kevin; Elwell, Don; Kirouac, Scott; Tuck, Arlene J.; Campbell, Chris
Subject: Rezoning

[**CAUTION:** External Message*]

Dear Sir or Ma'am,

I am sending this email to express my opposition to the rezoning of 4200 Sparta Rd., 4021 Sparta RD., and Parcel C-05-35-29-A00-0400-0000.

Please do not approve the rezoning of these parcels of land. It would cause a traffic issue on Sparta Rd., and it would also affect the quality of life of the neighbors having multi-housing or other heavily populated complexes this close. Many of us bought our property or homes in this area specifically because we did not want to live in a heavily populated area, and we accepted that due to the surrounding property's zoning, we would be safe from this happening

Sincerely & Respectfully,

Gary Brown
4957 Sparta Rd.
Sebring, Fl. 33875

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Barry, Rachel

From: Kirouac, Scott
Sent: Tuesday, July 4, 2023 10:20 AM
To: Barry, Rachel
Cc: Culpepper, Melony; Sauls, Leah M.
Subject: Fwd: Sparta rd rezoning

Please see forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County

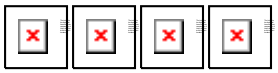
Commissioners

863-402-6500

skirouac@highlandsfl.gov

www.highlandsfl.gov

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office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

From: Gary Brown <chiefgab@icloud.com>
Sent: Tuesday, July 4, 2023 7:54 AM
To: Kirouac, Scott <skirouac@highlandsfl.gov>
Cc: Gary Stoldt <gary.stoldt@gmail.com>
Subject: Sparta rd rezoning

[CAUTION: External Message*]

Dear Sir,

Please DENY the rezoning request of the Waldron property on Sparta Road for the following reasons:

1) TRAFFIC - Sparta Rd. is unable to accommodate the increase in traffic.
2) Flooding - Surrounding area and others property will be impacted by water runoff from this development. Retention ponds will not be sufficient.
3) Does NOT fit the surrounding neighborhood. Property in the area is 1- 5 acres per home, and many have moved or built in this area to live out there retirement years in a peaceful uncongested surroundings.

There are other reasons but in brevity I will just request that as a commissioner you make up your own mind and vote with the people instead of taking the uninformed (or misinformed) recommendation of an unelected zoning board.

Very Respectfully,

Gary A. Brown
U.S. Navy Ret.
4957 Sparta Road
Sebring, Florida 33876
863-253-9769

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

Barry, Rachel

From: Gloria Goelz <gloriagoelz123@gmail.com>
Sent: Saturday, May 20, 2023 8:51 AM
To: Barry, Rachel
Subject: Notice of land use change

[**CAUTION:** External Message*]

Dear Ms. Barry, I just learned of the future land change plan and I am concerned. We have the most calm, kind neighborhood, namely Leeway Court with the majority of our residences are elderly people who just want to live our lives in peace and safety. I am 84 and have lived in my home since 2001 and, being a widow, I have always felt safe as we all watch out for each other.

Which brings me to reason for my email....when a property is developed into multiple family dwelling and I understand it will be multi floors, not only will it be very noisy but the traffic will be extremely busy. Sparta is very busy without the added future apartment buildings.

We have deer and other wildlife that pass through and they have no where to go so now more land will be closed to them. I am sure that property has a lot of gopher turtles and black indigo snakes so where will they go?

Please enter my objection to this careless rezoning as I know the end result is only about how much money that can be made.

Thank you for letting me voice my objection. Gloria Goelz, 3820 Leeway Court and phone # 863-381-7984

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

Heartland Rezone Request 18.6 Acre Lot - Concern Near Sparta Rd

Hannah Pepper <hannahpepper63@gmail.com>

Sun 6/11/2023 10:21 PM

To:Barry, Rachel <rbarry@highlandsfl.gov>

[**CAUTION:** External Message*]

This rezoning request is not fitting for the surrounding area. I lived on nearby property for 15 years and noticed several times when hurricanes would come, Leeway Ct would become highly flooded (even with heavy rainstorms.) If this 18 - acre lot of land across the street becomes developed, they will have to assess where this water will go.

I previously worked at a civil engineering firm assessing the effects of cracking and soil erosion underneath homes. Coming up with solutions to these problems came at a high cost and involved homes with nearby flooding problems mentioned above.

A safety concern I have is the traffic down Sparta Rd. Throughout the years, when more traffic was directed onto Sparta Rd, for detours and such, I heard of and saw vehicles passing in a no passing zone with vehicles taking a left to get to Schlosser Rd to Leeway Ct. causing some very close call accidents.

This area is also home to deer and turkey and sadly this past year, people have been poaching. If you plan to maximize this space, this wildlife population will surely minimize. Thank you

I am attaching a picture of the flooding that has been seen on the road.

- Hannah Liles



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Sparta Road development proposal

Paul Graham <paul40joe14@aol.com>

Sun 6/11/2023 5:10 PM

To:Barry, Rachel <rbarry@highlandsfl.gov>

[**CAUTION:** External Message*]

Dear Rachel,
I am writing to you on behalf of my husband Paul Graham and myself regarding the proposed development for Sparta Road. We live in Leeway Court and have been here for 20 years. I am a nurse and was recruited by AdventHealth hospital. We emigrated from the UK and became citizens in 2010. We chose Leeway Court as it was surrounded by a lot of greenery yet close to amenities. Sebring has grown a lot since we came here and we feel this proposed development in this area is bad for several reasons:-

1. The area is a flood zone. When hurricane Irma came we had flooding all down our road. The first few houses in our street were surrounded by water. It was several feet in some areas. I could not drive through the water to get out of the street to get to work. If the proposed area is developed our flooding will worsen.

2. It will increase the traffic down Sparta Road and probably Schlosser which adjoins our road. A few years ago I was turning left onto Schlosser and a truck overtook me at high speed at the junction hitting me in the drivers side. Luckily I am alive as if I was turned just a little more I probably would not be here writing this. Children congregate at the corner of Schlosser and Sparta and the parents park blocking the view to be able to get out safely. Another neighbor hit a child as the child ran into her car as she was navigating round parked cars. This situation will only get worse with any new development. Sparta is a busy road and drivers speed all the time.

3. We are concerned about the wildlife. We see gopher turtles, deer and even bears. Their habitat is getting smaller and smaller.

We are not against development. We know housing is in short supply. We know more people are moving here and progress is inevitable. We just think this location is not the right one.
I am unable to be present to the meetings due to work. My husband will attend with one of my neighbors.

Thankyou for reading this
Yours Sincerely
Jacqueline and Paul Graham

Sent from the all new AOL app for iOS

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

Barry, Rachel

From: Kirouac, Scott
Sent: Wednesday, July 12, 2023 11:24 AM
To: Barry, Rachel
Cc: Culpepper, Melony; Sauls, Leah M.
Subject: Fwd: Sparta Rezoning Opposition

Please see forwarded email for the record.

Scott A. Kirouac
Commissioner, District 3
Highlands County Board of County Commissioners
863-402-6500
skirouac@highlandsfl.gov
www.highlandsfl.gov

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Florida Statutes)

From: jim cosgrave <jjcos3@yahoo.com>
Sent: Wednesday, July 12, 2023 10:16 AM
To: Roberts, Kevin <kroberts@highlandsfl.gov>; Elwell, Don <delwell@highlandsfl.gov>; Kirouac, Scott <skirouac@highlandsfl.gov>; Tuck, Arlene J. <atuck@highlandsfl.gov>; Campbell, Chris <ccampbell@highlandsfl.gov>
Subject: Sparta Rezoning Opposition

[**CAUTION:** External Message*]

Dear County Commissioners,

I would like to state my opposition to the rezoning request for the Sparta Rd project.

I used to live off of Sparta and have often experienced the issues that road already has with traffic especially during the school year. I feel a development of this size and nature will add to what is already an often tenuous situation.

There are already multiple manufactured home sites in construction in the Sebring area currently and I am not convinced the need or infrastructure exist for another project of this nature.

One of the selling points of the properties in this area is the rural nature. I also feel that this will detract from that aesthetic, possibly having a negative impact in the area (Highlands Lakes Reserve for example).

In conclusion, I am in opposition of this rezoning request because I don't feel it is in the best interest of the residents and businesses in this area and the county as a whole.

Thank You,

James J. Cosgrave III

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James Griffin, Jr

2006 Schlosser Rd

Sebring, FL 33875

May 29, 2023

Dear Highlands County Commissioners:

I am writing in response to a notice of zoning change along Sparta Rd. I live on Schlosser Rd, where I grew up. I have just graduated Florida Southern College with a degree in Citrus Horticulture as well as Business. Our property is zoned residential with an ag exemption and is part of the Stiles ranchettes. I intend to work with my family and expand our agricultural use for our purposes. Having said that, I am not in favor of a zoning change to the parcels that adjoin the properties across the road from us for several reasons in addition to my own property. I do not feel the increased traffic is good for Sparta Rd. Having attended Cracker Trail Elementary, the road is quite congested during am and pm school traffic, the bus stop was hazardous enough at times. Additional traffic from potential increase in population raises safety concerns for both the students and drivers. I also am not in favor of the potential increase in traffic on our end of Schlosser that would come from developing the proposed land, the easement is directly across from our property. As far as the proposed land use change for development, I also have concerns with the flood zone area on those parcels. After the recent hurricanes in the past few years there was significant flooding across Sparta and down into the properties on the east side of Sparta and the east end of Schlosser Rd. I have concerns about the impact of high-density development and flooding or drainage issues. There may be more concerns that haven't been considered yet, but traffic and significant road improvements as well as flood plain concerns are a vital reason the not change the zoning to a high-density use. On the personal level, my family has worked hard to preserve and maintain our acreage. I am just starting out in my adult life, and I would hate to see all that I have worked for both with my family and in my degree be enveloped by high density multifamily units, as I return home to live after 4 years of college and my years of service in the National Guard. Our neighborhood enjoys the wildlife and our peaceful setting and great neighbors who are almost like family. I would hate to see that change. I am not in favor of the proposed change.

Sincerely,

James Brian Griffin, Jr.

Barry, Rachel

From: pappy <pappy@bellsouth.net>
Sent: Monday, May 29, 2023 5:46 PM
To: Planning and Zoning
Subject: Opposing Rezoning

[**CAUTION:** External Message*]

I am writing to oppose the rezoning of the property listed in Hearing Number CPA-23-618SS & P&Z 2128.

I am the owner of the property at 1855 Schlosser Rd. The property in question abuts my property. As I understand it, the current zoning allows for low density single family housing and the proposed change would allow medium density single and multi-family housing with some 80 residences on a mere 18 acres.

It is my fear that the proposed rezoning would increase traffic on already busy Sparta Road. The multi-family designation would also encourage a more transient population and increase crime in the immediate area. All this would result in a decrease in the surrounding property values.

I purchased my property a mere 8 months ago investing my life savings in what, at age 74, I hoped would be my last move. I searched for more than a year to find just the right property with open space yet the convenience of a mere few miles to shopping, medical facilities and restaurants and entertainment. The major reason for my move from overcrowded, high-crime Broward County to a more rural Highlands County was to get away from traffic and crime nightmares.

After more than 44 years in law enforcement, I know all to well the affect of overpopulation on an area and the affect of multifamily residences where tenants have no sense of pride in ownership. I oppose rezoning in the strongest terms.

I will make every effort to appear at the hearing on June 13th to voice my concerns.

James Wright
1855 Schlosser Road
Sebring, FL 33875
(954) 232-3636
pappy@bellsouth.net

Sent via the Samsung Galaxy S8, an AT&T 4G LTE smartphone

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Barry, Rachel

From: Tony Plyley <janet1944tony@gmail.com>
Sent: Wednesday, June 28, 2023 9:18 AM
To: Barry, Rachel
Subject: Rezoning

[CAUTION: External Message*]

My name is Janet bauer I live on shamrock dr. I'm totally against amendment number cpa-23-618ss and amendment number p&z2128 the traffic from the school in the afternoon now makes it hard to turn left from schlosser rd. Onto Sparta rd.this would make it impossible Sparta is full now.

Sent from my iPad

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

Barry, Rachel

From: Jessica Carper <jessica.bloemsma@gmail.com>
Sent: Monday, June 12, 2023 12:04 PM
To: Roberts, Kevin; Elwell, Don; Kirouac, Scott; Campbell, Chris; Barry, Rachel; Hunnicutt, Suzanne; Ingler, Rick; fyoungman@highlanhighlandsfl.gov; Roberts, Thomas; Boring, Chip
Subject: Proposed Rezoning Sparta RD Sebring

[**CAUTION:** External Message*]

Dear Highlands County Board of Commissioners,

We are writing to express our strong opposition to the proposed rezoning of the agricultural land located at amendment # CPA-23-618SS to a multiple family dwelling.

We purchased the home at 4136 Stiles lane Sebring as a lifetime home to pursue our dream of raising a family on a ranch with acreage. What a blessing to find a tract of land so close to town. We purchased this tract BECAUSE of it being a ranchette. We moved away from the suburbs of harder hall to have less neighbors and more room for farming, animals, and such. We are highly against a project such as the one being proposed to be developed in this area. The negative effects that will surely take its toll on this neighborhood are insurmountable. The concerns being: wildlife habitat, road flooding, water & sewer impacts from additional units, traffic patterns/accidents, school zoning/bus stops, among a host of other concerns. As you review this matter – we urge you to keep the Stiles Ranchettes as they were originally intended to be – RANCHETTE.

Best Regards,

Jarvis and Jessica Carper
4136 Stiles Lane
Sebring, FL 33875

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

Barry, Rachel

From: Jeff Slager <jwslager1@hotmail.com>
Sent: Monday, June 19, 2023 2:44 PM
To: Barry, Rachel
Subject: Zoning Change CPA-23-618SS & P&Z 2128

[**CAUTION:** External Message*]

The purpose of this email is to confirm my opposition to the proposed rezoning near the corner of Sparta and Schlosser. I am a nearby resident living at 1141 Shamrock, Sebring, FL, 33875.

1. The immediate neighbors to this project are vehemently against the rezoning. They are concerned that the character of their neighborhood will irrevocably change for the worse. The success of any rezoning and development depends on the support of the surrounding neighborhood.
2. I am concerned about increased traffic in my neighborhood and on Sparta Ave. Traffic speeds can wildly exceed the speed limit from the smooth straight section south of highway 127 until the sharp curve 3 miles south. The planned residential development will
3. Increased infrastructure (lane widening for Sparta, etc) will be needed - has the cost of this been considered?
4. What is the effect on flood management for the area if the planned residential development is allowed?
5. I am generally in favor of projects that contribute to our community. I am concerned that this project will fail due to the lack of support from the local community.

Jeff Slager
608 520 - 5164

Sent from Outlook

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Barry, Rachel

From: Jim Griffin <jim@carpetpatioblinds.com>
Sent: Monday, June 12, 2023 11:53 AM
To: Barry, Rachel
Subject: Sparta Road Rezoning

[**CAUTION:** External Message*]

Rachel,
Ref: CPA-23-618SS & P&Z 2128

I am writing to voice my opinion against the rezoning on Sparta road.
The 3 parcels in question were intended to be single home ranchettes.

I am concerned about the traffic increase.
I am concerned about children getting on and off school buses.

My main concern would be flooding and water issues.
For the last two major hurricanes there was standing water on those parcels for 2-3 weeks.
That area is a flood plain.

Please pass on my concerns.

My address is,
2120 Schlosser road.
I also own,
1900 & 2006 Schlosser road.

Thank you

Jim Griffin
Griffin's Carpet Mart, Inc
560 US Hwy 27 North
Sebring, FL 33870
P-863-385-4796
E- jim@carpetpatioblinds.com
www.carpetpatioblinds.com

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Barry, Rachel

From: Kirouac, Scott
Sent: Monday, June 12, 2023 11:08 AM
To: Barry, Rachel
Cc: Culpepper, Melony; Sauls, Leah M.
Subject: Fwd: Proposed Zoning change Amendment CPA- 23-618/55

Please see forwarded email for the record.

Scott A. Kirouac
Commissioner, District 3
Highlands County Board of County Commissioners
863-402-6500
skirouac@highlandsfl.gov
www.highlandsfl.gov

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records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing (pursuant to Section
Florida Statutes)

From: James Heston <jnheston@comcast.net>
Sent: Monday, June 12, 2023 11:05 AM
To: Kirouac, Scott <skirouac@highlandsfl.gov>
Cc: Rachel Heston <rheston@comcast.net>; jeldermasonry@embarqmail.com <jeldermasonry@embarqmail.com>
Subject: Proposed Zoning change Amendment CPA- 23-618/55

[CAUTION: External Message*]

>
>
>>
>> Dear Scott,
>> As a homeowner in this area like to voice my strong opposition to this proposed zoning change. I believe that if passed this will open the door to lots of low income housing and bring about the over crowding of our way of life. I think that changing the zoning now is incredibly unfair to the current landowners who bought their homes without the expectation of having a large community or possibly a mobile home next to them. If zoning is changed at the expense of the majority of the neighborhood to benefit just one homeowner then what is the purpose of having zoning codes. I appreciate your consideration in this matter. Please vote against Amendment Ca-23-618/55.
>>

>> With Respect,
>>
>> Jim Heston

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Fw: CPA-23-618SS Sparta Road Project

J Dean <jsdean71@yahoo.com>

Mon 6/12/2023 9:44 AM

To: Barry, Rachel <rbarry@highlandsfl.gov>

[**CAUTION:** External Message*]

Jennifer Dean

Owner/Director

Family Tree Learning Center

3125 Medical Way Sebring, FL. 33870

863-314-8733

----- Forwarded Message -----
From: J Dean <jsdean71@yahoo.com>
To: skirouac@highlandsfl.gov <skirouac@highlandsfl.gov>; ccampbell@highlandsfl.gov <ccampbell@highlandsfl.gov>; rberry@highlandsfl.gov <rberry@highlandsfl.gov>; suhunnicutt@highlandsfl.gov <suhunnicutt@highlandsfl.gov>; riingler@highlandsfl.gov <riingler@highlandsfl.gov>; fyoungman@highlandsfl.gov <fyoungman@highlandsfl.gov>; throberts@highlandsfl.gov <throberts@highlandsfl.gov>; cboring@highlandsfl.gov <cboring@highlandsfl.gov>
Cc: jsdean71@yahoo.com <jsdean71@yahoo.com>
Sent: Monday, June 12, 2023 at 09:33:05 AM EDT
Subject: CPA-23-618SS Sparta Road Project

John and Jennifer Dean
203 Brittany Lane
Sebring, FL. 33875

Good Morning-

I am writing to express my strong opposition to the rezoning of the property 1.13 miles west off of 27 on Sparta Rd from agriculture to multi-family dwellings. We purchased our home in 2012 specifically to be in an rural area yet close to town.

Although I acknowledge there is a need for housing in Highlands County, changing the zoning on this property to allow for multi-family dwellings would create hardships for those of us who live off Sparta Road in the following ways:
1. Traffic: Sparta Road was not designed to handle the amount of traffic already present since many parents use Sparta Rd. to get their children to and from Cracker Trail Elementary. Sparta Road is also used by residents off 66 to get to Sebring. Some mornings we wait through multiple light cycles to get onto 27. The additional dwellings would magnify the already present traffic situation and would increase the likelihood of accidents at the intersection.
2. First Responders: EMS, fire and police are already overwhelmed and overworked in our area and the addition of these dwellings would further place an additional stain on them.
3. Decrease in home value

The integrity of the current zoning and land use policies needs to upheld to preserve the rural characteristic of the homes and neighbor we choose to live in. Leave this property as agriculture but instead seek out an alternative property already zoned accordingly and better suited for this type of development.

I urge you to reconsider the rezoning of this proposal and to protect the rural community we choose to call home.

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Barry, Rachel

From: Campbell, Chris
Sent: Thursday, July 13, 2023 10:08 AM
To: Barry, Rachel
Subject: FW: Rezoning On Sparta Road

Chris Campbell
Highlands County Commissioner
District 5
863-438-1488
ccampbell@highlandsfl.gov
www.highlandsfl.gov

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From: J Dean <jsdean71@yahoo.com>
Sent: Thursday, July 13, 2023 9:51 AM
To: Campbell, Chris <ccampbell@highlandsfl.gov>; Roberts, Kevin <kroberts@highlandsfl.gov>; Elwell, Don <delwell@highlandsfl.gov>; Kirouac, Scott <skirouac@highlandsfl.gov>; Tuck, Arlene J. <atuck@highlandsfl.gov>
Subject: Rezoning On Sparta Road

[**CAUTION:** External Message*]

Dear Members of the Highlands County Board of County Commissioners,

We are writing you to express our strong opposition to the rezoning of the 18 acres on Sparta Road from Agriculture to R3. We are residents in the area and we feel this development will negatively impact our area. There are many reason we oppose this change but our top 3 are:

1. Rural lifestyle- we purchased our home because of the location, the 5 acre parcel, and the rural life style but close to town.

2.Traffic is going to become a bigger issue than it already is. Sparta Road was not designed to handle the amount of traffic there is today. If Sparta Road is made wider, local long time residents could potential loose property, homes and businesses.

3. Wildlife would have to be displaced. We see deer and turkey in our yard daily and we fear with a new development, that would no longer occur.

Although we recognize that Highlands County is growing and housing is needed, Sparta Road is not the appropriate place for it. There are many other areas, such as the Parkway, which are better equipped to handle the large density developments.

We urge you to consider voting against this zoning change; however, if you are considering it, please require all studies, such as traffic, take place during season and when school is in session.

John and Jennifer Dean

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Barry, Rachel

From: john@peppernaturalhealth.com
Sent: Wednesday, May 31, 2023 6:32 PM
To: Barry, Rachel
Subject: proposed rezoning

[CAUTION: External Message*]

5/17/2023
From: L. John Pepper, 2151 Schlosser Rd, Sebring, FL, 33875
To: Planning and Zoning Commission and the Highlands County Board of County Commissioners
Attention: Rachel Barry, Zoning Supervisor Dear Planning and Zoning Commission and Highlands County Board of County Commissioners, I am writing to express my strong opposition to the proposed rezoning of the agricultural land located at amendment # CPA-23-618SS to a multiple family dwelling. As a resident of the community, I am deeply concerned about the negative impacts this rezoning would have on the community and the surrounding environment.
The current agricultural zoning provides many benefits to the community, including open space, agricultural production, and rural character. It is an essential part of the area's heritage and identity. Rezoning this land to a multiple family dwelling would change the nature of the neighborhood and lead to significant negative consequences.
One of the primary concerns is the impact on traffic. The proposed development would generate substantial traffic, leading to increased noise, air pollution, and safety hazards. This rezoning would also put a significant strain on local infrastructure, including schools, utilities, and emergency services.
Additionally, rezoning would have significant environmental impacts.
Agricultural land provides many ecological benefits, such as preserving wildlife habitat, enhancing air and water quality, and reducing greenhouse gas emissions. Rezoning would threaten these benefits and contribute to the degradation of natural resources.
Furthermore, the proposed rezoning would be inconsistent with the current zoning regulations and development plans. It would set a dangerous precedent and undermine the integrity of the existing land-use policies.
I urge you to reconsider this proposal and protect the agricultural zoning. Preserving the rural character of the community is critical to maintaining its quality of life and economic prosperity. Instead of rezoning, we should explore alternative development options that align with the community's needs and preserve the agricultural character.
Thank you for your attention to this matter. I look forward to your response and hope that you will carefully consider the concerns of the community.
Sincerely,
Dr. John Pepper

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Barry, Rachel

From: John Sedlock <johnsedlock23@gmail.com>
Sent: Tuesday, June 20, 2023 7:20 PM
To: Barry, Rachel

[**CAUTION:** External Message*]

Thank you for taking time to read this. In regards to Amendment numbers CPA -23-618 SS AND P&Z 2128. Over the years I have had a hand in building 4 residential homes adjacent to the above property. I believe the proposed zoning changes in this case clearly will bring about circumstances that are totally opposite to what the 4 home owners had ivisioned for their future plans at these locations. Please recognize that I as a resident of Highlands County oppose to these proposed zoning changes. Thank You!

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Barry, Rachel

From: josh olsen <dog5cd@yahoo.com>
Sent: Sunday, October 8, 2023 8:38 PM
To: Barry, Rachel
Subject: Urgent Objection to Rezoning CPA-23-618SS: Protect Our Agricultural Heritage

[**CAUTION:** External Message*]

Dear Ms. Rachel Barry,

I hope this email finds you well. I am writing to you today as a concerned local resident to express my passionate objection to the proposed rezoning of CPA-23-618SS, which threatens to convert our cherished agricultural land into a condominium development. It is imperative that we safeguard the character of our community and consider the potential consequences, such as increased flooding risks, that may result from such a drastic change.

Our agricultural heritage is not merely a part of our community's history; it is the backbone of our identity. The fields and farms that have been a part of our landscape for generations are not just pieces of land; they are living legacies that connect us to our roots and provide countless benefits to our community. Agricultural land provides us with fresh, locally grown produce, supports our local economy, and preserves the rural charm that attracted many of us to this area in the first place.

Rezoning CPA-23-618SS to allow for a condominium development would not only threaten our agricultural heritage but also expose us to potential flooding risks. Our community is no stranger to the challenges of managing water during heavy rains, and it is well-known that urban development can exacerbate these issues. Condo buildings, with their increased impervious surfaces, can disrupt natural drainage patterns and lead to localized flooding. We simply cannot afford to ignore this crucial consideration, especially in an era of climate change where extreme weather events are becoming more frequent.

I implore you to consider the long-term consequences of this rezoning proposal on our community. We must prioritize the preservation of our agricultural land and the mitigation of potential flooding risks. There are alternative development options that can coexist harmoniously with our agricultural heritage and protect us from the adverse effects of overdevelopment.

I kindly request that you and the Zoning Board take into account the wishes and concerns of the local residents who are deeply invested in the future of our community. Please oppose the rezoning of CPA-23-618SS and help us preserve our way of life, safeguard our agricultural heritage, and protect our community from unnecessary flooding risks.

Thank you for your time and consideration. I look forward to a favorable resolution that prioritizes the best interests of our community.

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Barry, Rachel

From: Judy Spiegel <ihave40paws@yahoo.com>
Sent: Thursday, May 25, 2023 9:08 PM
To: Barry, Rachel
Subject: Re-zoning request for Stiles Ranchettes

[**CAUTION:** External Message*]

Hello Ms. Barry,

Hello again,
Regarding the request to rezone property to on Stiles Ranchettes property on Stiles Lane and Sparta Rd. Asking to rezone to multiple family property. I believe they want to put up many multi story housing units for rent.
This county has so little property for nature. Those of us living in this area bought here to enjoy a quiet lifestyle. It is in writing that property in Stiles Ranchettes can not be split in less than 5 acre parcels.
I'm not against progress for Highlands County, but there are plenty of places that won't negatively infringe on so many people living near by. I've spoken to many others living in this area and 100% are against this proposal.
Jon and I worked very hard to keep our property natural and a welcome refuge for wildlife. They have so little property where they can feel safe.
Please consider those of us that will be greatly impacted by this negative change. .
Thank you, Judy Spiegel, resident property owner on Stiles Ranchettes, 863-214-6508

Sent from Yahoo Mail for iPhone

Sent from Yahoo Mail for iPhone

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Barry, Rachel

From: Kirouac, Scott
Sent: Tuesday, July 11, 2023 4:59 PM
To: Barry, Rachel
Cc: Culpepper, Melony; Sauls, Leah M.
Subject: Fwd: Re-zoning Stiles Ranchettes

Please see forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County

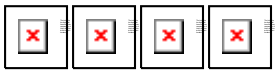
Commissioners

863-402-6500

skirouac@highlandsfl.gov

www.highlandsfl.gov

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office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

From: Judy Spiegel <ihave40paws@yahoo.com>
Sent: Tuesday, July 11, 2023 1:17 PM
To: Kirouac, Scott <skirouac@highlandsfl.gov>
Subject: Re-zoning Stiles Ranchettes

[**CAUTION:** External Message*]

Good afternoon Scott,
I am writing today about a re-zoning issue being considered for Stile Ranchettes on Sparta Road. Keatley Waldron is asking to rezone property he bought several years ago to a high density housing project. The City recently turned down 2 other of his family's requests for other area housing projects as well. A few years ago he wanted to turn this property into a huge commercial Rodeo! Thankfully that was turned down. This project is all at he cost of the well being of his neighbors and the precious land. He knew the zoning when he bought it and now wants to change it. Joe Stiles, who owned, Stiles Ranchettes, and my neighbor, would never have wanted this for his property. He intended them to be Ranchettes, just like the name says. When we bought our property, we spoke with him as assured him we will be good neighbors and adhere to the restrictions.
Highlands County has so few neighborhoods that are zoned low density housing. The people living in this neighborhood bought property here to preserve the tranquil setting we chose to live in. My husband and I own 15 acres next to this property and we have worked hard to preserve it. Many of the negative things that this housing development will bring are:

Increased traffic to Sparta Road, which is already a nightmare every morning and evening. This would add at least 200 more cars coming and going on this road.

Increased flooding, which is also a nightmare every time we get a large storm, not to mention the horrific flooding during hurricanes, which we are bound to see more of. Many properties on Schlosser Road were under water for months.

Impact on the wildlife. The manager of this project said at the zoning meeting, “I drove around and didn’t see and protected gopher turtles, only one squirrel” I have many gopher turtles

on my property and feel quite sure there are many on that land as well. I contacted the wildlife preservation agencies, and they have not had any inspections done. Many deer, and hundreds of types of birds call this area their home. There is so little property left for wildlife to live, which is why people are seeing so many wildlife in their backyards looking for food.

They will have to put in a huge retention pond which will be in the backyards of people owning property there. This creates another whole other negative issue itself.

We have spoken to most land owners in this area and ALL we have spoken to are greatly opposed to this project.

Please help protect this wonderful neighborhood and vote no to this re-zoning request. The City was 100% against their requests with this family for other properties, one being across the street from this property. Lets keep Sebring at it's best. Please keep Stiles Ranchettes, the name says it all, they way Joe Stiles intended it to be. If you would drive out that way, you will see the beauty of this area and why we want to protect it.
Thank you for your consideration,
Judy Spiegel

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Barry, Rachel

From: OBerry Katie <katie_bug212001@yahoo.com>
Sent: Sunday, May 21, 2023 4:27 PM
To: Barry, Rachel
Subject: CPA-23-618SS & P&Z 2128

[**CAUTION:** External Message*]

I'm opposed to the rezoning CPA-23-618SS!! It is very upsetting to me as well as others to change an agricultural district to a multiple-family dwelling planned development district. (this is only being done so a person can make money how sad) God gave us this beautiful green wooded Earth to enjoy nature and wildlife. My children's grandparents live in this area and the development would impact my children's country lifestyle experience they love so much when they visit their Grammy and Grandad. I'm a school teacher as well at CTE we are already full and this would also impact the schools capacity. Our drop off and pick up lines are already lined up down Sparta road in both directions.More portables would have to be added to accommodate new students. We would also need more teachers. This area is beautiful and peaceful. Daily wildlife is seen in this area. All this would be stripped from the animals and families because of development. It will deeply hurt for this area to be rezoned from agricultural district to multiple-family dwelling planned development district!!

Katie O'Berry
1166 Henscratch Rd

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Barry, Rachel

From: Kelly Griffin Cosgrave <kelly@carpetpatioblinds.com>
Sent: Friday, July 14, 2023 2:45 PM
To: Barry, Rachel
Subject: Rezoning request for Sparta Road

[**CAUTION:** External Message*]

Rachel,
I have sent a copy of this letter to all the County Commissioners.
I wanted to send one to you as well. Thank you!

I am writing to express my concerns about the Sparta Road rezoning that will be a part of your meeting on Tuesday July 18th.
I have several concerns regarding the change that is requested by the property owner on Sparta Rd for the land zoning to be changed from Agriculture to R-3.

I am concerned about:

- Increased traffic on spart road. The road width and limited space at the intersection of Hwy 27 and Sparta will present issues.
- The precedent this zoning of R-3 if approved will set for that area and could create more unorganized growth.
- R-3 zoning allows for some extreme poor uses of the land such as: Convalescent home, sanitarium, mobile home park, community parking garage, boarding home for sheltered care…these are not suitable items for this area and there is not a guarantee that once the zoning is changed anyone can promise this type of development won't happen.

At its core, zoning regulates growth and development to generally protect the health, safety, and welfare of the public and the expectations of surrounding property owners and stakeholders.
You were elected to help the growth in our county be purposeful and thought out. I worry that the proposed growth on Sparta Rd has not been planned out thoughtfully and results of this kind of growth has not been considered between the County and City of Sebring. This is evident by the approval for the approximate 367 acres on Sparta that have been approved as a PUD. This will be a development for retired veterans and have mixed use development with some commercial aspects to the area/project. I feel that a decision to approve R-3 would be a rush to judgement so any type of housing can be built and not what is the best zoning/housing for this particular area knowing this large development is coming to Sparta Rd.

When you go to other well planned developed communities and think to yourself that this area " has it all " or the flow of traffic or architectural/signage/esthetics are impressive. That is due to the thoughtful planning that was done by important people like yourselves within that area and it may have been planning that happened 10 years ago. Often the zoning boards in a city or a county are made up of individuals who are just

volunteering and may not have the professional experience to look at the way proper growth and zoning changes should happen.

As an Elected official you have a responsibility to look at how this proposal is presented and realize that R-3 zoning is not best suited for this area and that considering R-1 or keeping it low density or Agriculture land is what is best suited for it until consideration of the increase in traffic and other zoning (planned developments) on this road is really taken into consideration. The City of Sebring made a good decision to consider this very thing recently when they declined the zoning change for land off Sparta Rd. for a mobile home park. They were worried about water runoff, traffic issues, and that it was the wrong use of the property. Not that they won't consider a different zoning for that area but a large amount of people being added to drive on Sparta Road was not in the best interest of the area. We all know growth in Highlands county is needed and the inevitable, but taking time to make sure it is done proactively is the task you as a commissioner are responsible. With proper planning the county won't have unnecessary spending to manage the growth reactively. We all know unplanned efforts in government often take us down a path of wasting tax dollars.

I am a 15 year member of the City of Sebring CRA board and we have worked for years to try to be very methodical in our decisions on zoning so the best growth for our area happens. We consider what will our CRA district look like in 20 years as our community continues to grow. We fight for planned purposeful growth and we don't rush to approve growth just because it presents itself.
As commissioners of the county or city we are tasked with this responsibility, and it is very important.

I am requesting that you decline the zoning request for R-3 and consider R-1 or low density while efforts are made to consider the proper planning for growth on Sparta Rd.

Thank you, Kelly

Kelly Griffin Cosgrave, ASID
Interior Designer FL ID#0005167

Griffin's Carpet Mart, Inc.
Phone: 863-385-4796
560 US Hwy 27 North, Sebring FL 33870
Web: www.carpetpatioblinds.com
Email: kelly@carpetpatioblinds.com

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Barry, Rachel

From: Kiley Fort <k9copsdtr44@gmail.com>
Sent: Thursday, July 6, 2023 1:11 PM
To: Barry, Rachel
Subject: CPA-23-6188SS

[**CAUTION:** External Message*]

Good afternoon,
I am sending you this email as a longtime resident and concerned member of Highlands County.

I was made aware of the attempted rezoning of this agricultural property in an attempt to establish yet another subdivision. I strongly disagree with the rezoning for many reasons.

Mainly, the development of this property will result in destruction of valuable resources for numerous wildlife including but not limited to deer, birds, black bear and endangered species like gopher tortoises. But also the destruction of a part of Florida's valuable and diminishing agricultural land. This will result in further pushing of these animals into roadways and neighboring communities.

I am also against it due to safety concerns related to the influx of traffic it will cause at the intersection of Sparta and hwy 27. The existing intersection and road structure cannot sustain the amount of traffic it is already presented with let alone the probable traffic that would result from an estimated 160+ residential properties being established. Not to mention the entire counties road structure is already struggling to be maintained and support the current development and movement within.

Aside from the loss of valuable resources, the creation of another subdivision at the expense of the residents around the forementioned property, and animals currently using the property as their home and causeway, this county still has yet to develop communities that have already been established as subdivisions.

Sun n lakes sebring
Sun n lakes lake placid
Highlands park estates
Harder hall
Leisure lakes
Sylvan shores
Spring lake
And
Stone ridge
Just to name a few....

All of these communities listed above, still have yet to be developed and the county allows them to remain undeveloped. When residents here in Highlands County that work and are productive members of society cannot survive and buy existing properties in this county, why would the discussion of the attempt at rezoning and building even be a question. Existing residents will not be able to afford and support this proposed subdivision leaving yet another undeveloped area.

At this point, pressure needs to be on current residential properties to establish and develop and the attempt at rezoning and creating another subdivision should be on the back burner.

Thank you!

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Barry, Rachel

From: Campbell, Chris
Sent: Friday, October 13, 2023 11:03 AM
To: Barry, Rachel; Hurner, Laurie
Subject: Fwd: Lots of misinformation
Attachments: IMG_4504.jpg; IMG_9812.jpg; IMG_4503.jpg

I have sent emails from Mr. Pepper before on this issue, but here is another opposing one the re zoning in Sparta Rd.

Thank you,

Get Outlook for iOS

From: Larry Pepper <diversified81@gmail.com>
Sent: Thursday, October 12, 2023 3:47:25 PM
To: Campbell, Chris <ccampbell@highlandsfl.gov>
Subject: Lots of misinformation

[**CAUTION:** External Message*]

Winston Churchhill was quoted as saying : There are 3 kinds of lies ,white lies , black lies , and statistics. At the commissioner meeting on July 18 , a lady from Lake Placid said that 60% of Highlands County was in Conservation easements , that didn't sound right to me . Mike Waldron , who has been vocal at recent meetings concerning his knowledge on property rights and property usage , recently posted on facebook (SEE ATTACHMENTS) that 86% of Highlands County is encumbered by conservation easements . I thought that sounded unrealistic ,so I contacted the Highlands County Property Appraisers Office . You can see the results of their report which is the third attachment . Approximately 14.1% of the county is under conservation easement . My question to you is: Could Mike and the lady from Lake Placid be as confused on property rights and property usage as they are on conservation easements? We feel that this rezoning request on this 18 + acre parcel , from agriculture to R-3 is too big of a jump and would hurt all of the surrounding neighbors. We feel a better compromise would be to rezone it to R-1. Thank you, Larry and Beth Pepper ,2627 Imperial Lane Sebring Fl

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Fwd: Highlands Conservation Acreage

2 messages

Larry Pepper <diversified81@gmail.com> Wed, Oct 11, 2023 at 5:25 PM
To: Diversified Machine & Welding <hitchone81@gmail.com>

---------- Forwarded message ---------
From: **Sam Klatt** <SKlatt@hcpao.org>
Date: Wed, Oct 11, 2023 at 3:49 PM
Subject: Highlands Conservation Acreage
To: diversified81@gmail.com <diversified81@gmail.com>

Mr. Pepper:

Here is what I found regarding the total acreage under Conservation Easement in Highlands County. Conservation Easements purchased by the state or conservation organizations (such as the Nature Conservancy) fall under two categories. Lands under conservation easement that remain in bonafide agricultural production are entitled to an exemption equivalent to 50% of the agricultural value for ad valorem tax purposes. Conservation lands with no bonafide agriculture use are entitled to an exemption equivalent to 100% of the ad valorem tax. As of the writing of this e-mail, there are approximately 85,798.47 acres under the 50% exemption and 13,922.53 acres under the 100% exemption. Highlands county comprises approximately 1,104 square miles or 706,560 acres (inclusive of all bodies of water and road ways) . Thus, approximately 14.1% of the county is under a conservation easement (99,721/706,560).

Additionally, there are approximately 100,000 acres (or 14.2%) under government ownership (this is more difficult to track exactly since a portion of this area is assessed by the lot or frontage foot). A little over half of the lands under government ownership are part of the Avon Park Bombing Range (54,181.77 acres). According to the US Census Bureau, there are approximately 56,960 acres of surface water in Highlands County (8.1%).

Michael M E Waldron
11m ·

Investment property owners should or may already be concerned, with local elected officials that side with emotional voters instead of utilizing a current & prescribed county comprehensive plan, which recommends and encourages properties that "check all boxes" to be approved for new residential development.

Property rights and proper regulated use of the property is a big deal for investment property owners. And, following state approved growth plans.

Typically, properties that meet all requirements by county planning & zoning are approved.

However, occasional disruption occurs when citizens near and far from a property, complain without solid studies or evidence and emotionally argue against a properly prescribed and approved comprehensive growth plan.

One may only hope that logic is used by leadership, to follow a legitimate plan versus baseless and unsubstantiated claims.

Residents incensed at townhouse proposal

Applicant withdraws request to do traffic study

By PHIL ATTINGER
Staff Writer

Sparta Road residents who showed up at the County Commission meeting last week to oppose 80 townhouses in one spot didn't have to worry about a vote on it, yet.

Jeff Kennedy said that the applicant withdrew the request, for now, to give time to run a thorough traffic study. County commissioners voted to bring the matter back up at a later date. That date hasn't been set, but will be advertised when it is. Kennedy asked for two months.

The property in question sits east of Sparta Road in the area north of Lake Charlotte, across from Sudan Mission Road.

Approximately 50-60 people on hand last week for that one issue said they will watch carefully to make sure they can return to have their voices heard.

Almost all are residents living within a close proximity to a proposed development on Sparta Road, an 80-unit proposed townhouse complex on 18.64 acres, density that neighbors say will snarl traffic on the two-lane road and negatively affect drainage.

PROPOSAL | 8A

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PROPOSAL | 8A

2

1 comment

Like Comment Share

Michael M E Waldron

Most Highlands County residents are not aware that 86% of the county is encumbered by conservation easements, which does not produce income for our county revenue stream.

The other 14% of property is strapped with producing income.

Like Reply 1d

Write a comment...

Michael M E Waldron

1d ·

Search

acer

S P I R E

Heartland Investment Rezone request for18.6 acres on the east side of Sparta

Larry Pepper <diversified81@gmail.com>

Sun 6/11/2023 9:27 PM

To:Barry, Rachel <rbarry@highlandsfl.gov>

[**CAUTION:** External Message*]

My name is Larry Pepper , I live at 2627 Imperial Drive , Sebring ,Fl. my wife and I are life long residents of Sebring . My son and his family have lived at 2151 Schlosser Rd. for 17years , the 5 acres they own is part of Stiles Ranchets. We oppose the request for rezoning because it does not fit the type of agricultural lifestyle that the property owners who reside there enjoy.. the proposed rezoning would negatively impact the environment , with more traffic , more storm water runoff , and a population density that is not consistent with the area. we oppose this type of rezoning ! Thank you

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

Dear Members of the Highlands County Board of County Commissioners,

My name is Larry Pepper, and I am writing to express my strong opposition to the proposed zoning changes on Sparta Road from Agricultural to R3 (amendment # CPA-23-618SS) in Highlands County. Having lived in Sebring for our entire lives, my wife, Sarah (Beth) Ramer Pepper, and I, both in our early seventies, have deep roots in this community. We raised our two children here, and they received an excellent education from the local schools. Our daughter, Kim, has been an elementary school teacher for over two decades and has two grown children of her own. Similarly, our son, John, and his wife, Kelly, who are both Chiropractors, have been raising their six children on their 5-acre property on Schlosser Road (Stiles Ranchettes) for the past 20 years. As for me, I have been a proud business owner in Sebring for 35 years, I have bought and sold agricultural, industrial, commercial and residential properties in Highlands County for the last 45 years.

From our early days growing up in Highlands Homes to living in a mobile home on our own property on Desoto Road, and finally settling at 2627 Imperial Lane for the past 45 years, we consider ourselves truly blessed to have experienced the American Dream in Highlands County. However, the proposed rezoning of over 18 acres of Agricultural land on Sparta Road has raised concerns for us, particularly in relation to the school-related traffic congestion and the area's role as a wildlife corridor.

To fully understand the implications of this request, I urge the County Commissioners to consider the bigger picture. We need to examine the entire stretch of Sparta Road, encompassing both its north and south sides, as well as all properties along Sparta Road leading up to Highway 66, including the recently designed Highlands Lake Reserve with 155 home sites to be developed. Our primary concern regarding any high-density development along Sparta Road is the significant increase in traffic, especially considering the proximity of Cracker Trail Elementary School. This area already boasts a diverse range of developed properties, offering a highly desirable rural lifestyle and its advantageous location near the City of Sebring.

On June 20th, the Sebring City Council was presented with a proposal to rezone an approximately 50-acre site on the west side of Sparta Road for a mobile home park, which is located directly across from the proposed R3 rezoning. The meeting was attended by a packed room, where 97% of the attendees were residents of the same area. We applaud the City Council for rejecting this rezoning effort for the mobile home park. The council soundly weighed the neighbors concerns, most notably, that of increased traffic congestion of Sparta Road- bus stop safety, children safety, and driver safety.

It is worth noting that the developer of the proposed rezoning, Keatley Waldron, has assured his immediate neighbors that no immediate changes are planned. Curiously, within 24 hours of the city's rejection, Chris Miller, the Vice President of Sunlight Resorts, who was present at the meeting, was seen flying the company helicopter along the property lines of Waldron's 110-acre parcel on the east side of Sparta Road.

Should the rezoning of the 18 acres on the east side of Sparta Road be approved, we fear that it will open the floodgates for rezoning of the property owner’s adjacent parcels of land. We believe that this will not be a replication of Ashley Oaks as presented. A bigger investor is on the horizon. What that investor sees is a properly zoned property, with 60 to 70 acres of usable land that can be turned into a 500+ unit Luxury RV-Mobile home park that already has a “club house” in the middle of the property

with a pool. In this scenario, one person will be able to retire, while the surrounding and nearby county residents would bear the cost, sacrificing their own American Dream.

Considering the long-term impact on the community, traffic safety, the potential disruption to the wildlife corridor, and the concerns such as crime and flooding raised by numerous voting residents, I urge you to stand with the people and protect the character and natural beauty of Highlands County. Please give serious thought to the consequences of approving this rezoning proposal.

If you take into account the hundreds of voting, full time county residents who don't want their American Dream ruined by a rezoning of Ag to R-3 of this 18 acre Investor-owned property, we ask you to please reconsider this proposal. Thank you for your attention to this matter. I trust you will carefully consider the concerns expressed by the residents and make the right decision for the future of our county.

Sincerely,

Larry Pepper

This letter is to object the land use change on Sparta Rd
CPA-23-01855
I currently live in Avon Park but have spent a lot of time in that area with family. I have always liked the area of farm land that is so close to town but a farming/livestock lifestyle.
To change the land use and allowing an 80 unit housing complex would be a tragedy.
The traffic is another problem on Sparta Rd., it is an area with a lot of fast moving traffic, we don't need to add to the problem.

Please Vote NO against this change

Linda Flagg
40 Century Blvd
Avon Park, FL.
33825

Dear Members of the Highlands County Board of County Commissioners,

My name is Lisa Terrell. I am a real estate agent with Berkshire Hathaway. I am writing to voice my concerns with the proposed zoning changes on Sparta Road.

I have lived in Highlands County for over 30 years. Within this period of time, I have seen the area grow tremendously, mostly for the good.

I have been a realtor for over 6 years and have seen our home prices and rental costs soar. Over the past few years there has been a lot of newly constructed homes, mobile home parks etc. I am in full agreement that Highlands County lacks affordable housing such as apartment complexes, condos etc.

My main concern with the proposed changes on Sparta Road is the traffic. If this rezoning takes place and the 18 acres are developed for housing, are the roads being closely looked at?

I live in Golf Hammock. This is off the current subject. The newest development that comes to mind is the mobile park on Brunns Road. Once this is fully completed and we are in peak season where and how will this traffic be diverted? Hammock Rd. or the other end of Brunns with an already very dangerous intersection. Not sure if this was completely thought out.

Prior to considering rezoning or any approved development I think our roads should be top priority. A road plan should be in place prior to rezoning an area for any possible future development.

Please consider the long-term impact on our county.

Sincerely,
Lisa Terrell

Barry, Rachel

From: Louada Floodine <bobalou57@centurylink.net>
Sent: Monday, June 12, 2023 12:35 PM
To: Barry, Rachel
Subject: IMPORTANT: Strong Opposition to Rezoning Amendment CPA-23-618/55 - Rezoning on Sparta Road

Importance: High

[**CAUTION:** External Message*]

Dear Rachel,

My daughter wrote concerning her opposition to the proposed zoning changes across from our home on Sparta Road, but we wanted to ensure you understand how this might impact our home, which I, Louada, have lived in since 1959. Feel free to allow multi-family housing and trailer parks in areas where current zoning allows and those types of developments already exist, but not in long established neighborhoods where single-family housing on larger properties are not only the norm, but the main reason people have purchased land and built homes in this area. I raised my children, grandchildren, and now great-grandchildren in this neighborhood and pray I that our legacy will be continued. Please review the information below and share it with the other members of the zoning board.

I am writing to express my strong opposition to the rezoning Amendment CPA-23-618/55 located on the east side of **Sparta Road**, approximately 1.13 miles west of US 27, 2.95 miles north of SR 66, and .12 miles south of Schlosser Road. Specifically, I am deeply concerned about the proposed development of a multifamily complex on this site. As a resident of the community, I join other concerned neighbors in vehemently opposing this rezoning amendment.

Let me first acknowledge that I understand the need for development as our town, Sebring, continues to grow. We recognize that responsible development is essential for progress and the well-being of our community. However, it is crucial that development occurs in areas that are appropriately zoned for such projects. We believe in maintaining the integrity of existing zoning designations and ensuring that they are not subject to constant change whenever an individual seeks to maximize their profits.

Our opposition to the proposed rezoning is not rooted in an outright aversion to development but rather a concern for preserving the unique character and environmental balance of our neighborhood. We firmly believe that growth should be directed towards areas that are already designated for multifamily dwellings or commercial purposes. By adhering to established zoning regulations, we can strike a harmonious balance between growth and preservation, benefiting both the local economy and the quality of life for all residents.

By continually changing the zoning of agricultural and residential areas to accommodate development projects, we risk degrading the very qualities that attracted many of us to settle in this community. It is essential to have a stable and consistent zoning framework that ensures the long-term sustainability of our neighborhoods. A thoughtful and well-planned approach to development will preserve the charm and value of our properties while supporting the overall growth of our town.

I implore you to consider the concerns raised by myself and the fellow residents of our community. Our intention is not to hinder progress or economic development, but rather to advocate for responsible and sustainable growth. Let us work together to create a vision for Sebring that embraces the principles of smart development and maintains the unique character that makes our town so special.

Thank you for considering our perspective and for your dedication to serving the best interests of our community. We look forward to working with you to ensure that Sebring continues to thrive while preserving the essence of our beloved neighborhood.

Yours sincerely,

Louada and Robert Floodine

4621 Sparta Road, Sebring, FL 33872

Robert - 863-835-8513

Louada - 863-414-3360

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

Garcia, Sergio J

From: Kirouac, Scott
Sent: Monday, October 16, 2023 9:46 AM
To: Barry, Rachel
Cc: Garcia, Sergio J; Sauls, Leah M.
Subject: Fwd: CPA-23-618SS Rezoning of property on Sparta Rd

Follow Up Flag: Follow up
Flag Status: Flagged

Please see forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County

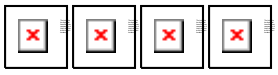
Commissioners

863-402-6500

skirouac@highlandsfl.gov

www.highlandsfl.gov

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Instead contact this office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

From: Marcia Ward <drawlm0591@gmail.com>
Sent: Monday, October 16, 2023 9:23 AM
To: Kirouac, Scott <skirouac@highlandsfl.gov>
Subject: Fwd: CPA-23-618SS Rezoning of property on Sparta Rd

[**CAUTION:** External Message*]

Begin forwarded message:

From: Marcia Ward <drawlm0591@gmail.com>
Subject: CPA-23-618SS Rezoning of property on Sparta Rd
Date: October 16, 2023 at 9:12:30 AM EDT
To: CCampbell@highlandsfl.gov, atuck@highlandsfl.gov, %20skirouac@highlandsfl.gov, delwell@highlandsfl.gov, kroberts@highlandsfl.gov

10/16/2023

The subject above was recently brought to my attention by landowners in that area. I am strongly opposed to this project but I am hoping to give you a planner's perspective on this rather than that of a personal stakeholder. I know you are all fully aware of the potential impacts that such a change in this area would create, i.e. substantial strain on the local infrastructure including but not limited to schools, roads, utilities,emergency services; negative effects on the natural environment such as reduction of air and water quality, loss of acreage of wildlife habitat, increase in noise pollution. I am also assuming that you all are familiar with the inherent problems of spot zoning, of which this unfortunately appears to be a classic example. Rarely does it result beneficially for all parties involved but more often causes more issues than were there in the first place. I certainly do not need to go into the details about the about the negative impacts of the loss of agricultural lands within our county. I seriously doubt that any of you would have been elected if the general population thought that you were unaware of the importance of agriculture to Highlands County.

I am taking this opportunity to remind you that Highlands County has a Comprehensive Land Use Plan, and let me emphasize the word comprehensive. This plan did not come about by accident, nor was it

the whim of some local despot for personal aggrandizement. Yes, the state of Florida required that all counties have such a plan, but Highlands County jumped in with both feet to produce a good one. A lot of money, time and effort was spent to produce something that would preserve the desirable quality of life that we had here and at the same time, guide the local leaders in making responsible decisions about future growth. I know this for a fact, because at the time I was working on comprehensive plans for other counties, I was in constant contact and counsel with one of the most highly revered planners in the state, who just happened to be volunteering her immense wealth of knowledge and expertise to the development of the Highlands County Comprehensive Land Use Plan. I beg of you all, please utilize this exceptional tool that is at your fingertips to guide you in your decisions concerning CPA-23-618SS and all other similar cases that you will face during your tenures in office.

Respectfully,

Marcia L. Ward
MSPlanning FSU 76
Environmental Planner, retired

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Barry, Rachel

From: Margaret Rafferty <margerafferty@gmail.com>
Sent: Friday, May 19, 2023 3:22 PM
To: Barry, Rachel
Subject: Zoning Change

[CAUTION: External Message*]

Ms.Berry, My husband and I have lived at 3812 Leeway Court in Sebring for over 35 years. We have a quiet, peaceful, friendly neighborhood. Many of us are elderly, but we respect and take care of each other. Traffic, disturbances, and crimes are unheard of.
On 6/6/23 a Public hearing is going to be held before the Highland County Planning and Zoning Commission and the Local Planning Agency to change our Zoning from Agriculture District to a Multi Family Dwelling, Planned Development District, allowing the building of 3 multi floor apartments I beg you please don't let this happen. As you know 2-3 multi unit rental, bring with it many people, that invites major traffic issues, crime etc. I beg please don't take away our peace, serenity and farm atmosphere.

Thank you,
Margaret Rafferty

Sent from my iPad

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Barry, Rachel

From: Melissa Falk <luckiedoo1@hotmail.com>
Sent: Monday, June 12, 2023 3:51 PM
To: Barry, Rachel
Subject: Fw: CPA-23-618SS AND P&Z 2128

[**CAUTION:** External Message*]

As a resident of Sebring and owning a home on Killarney Drive. I am highly opposed to the rezoning from Agricultural to residential on property owned by Keatly Waldron. This is going to increase the traffic on Sparta and it is already terrible now. People already speed down Killarney Dr coming from Tubbs to Sparta or vice versa avaoiding the light at 27 and Sparta. If you allow this to rezone it is going to be a traffic night mare. As it is now I wish Killarney Dr. had speedbumps.

Please call me with any questions you may have as my opposing the rezoning.
Melissa Falk 541-868-6124

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Barry, Rachel

From: Kirouac, Scott
Sent: Thursday, October 12, 2023 1:52 PM
To: Barry, Rachel
Cc: Garcia, Sergio J; Sauls, Leah M.
Subject: Fwd: Keatley Waldron rezone

Please see forwarded email for the record.

Scott A. Kirouac
Commissioner, District 3
Highlands County Board of County Commissioners
863-402-6500
skirouac@highlandsfl.gov
www.highlandsfl.gov

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records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing (pursuant to Section
Florida Statutes)

From: Melissa Falk <luckiedoo1@hotmail.com>
Sent: Thursday, October 12, 2023 12:49 PM
To: Roberts, Kevin <kroberts@highlandsfl.gov>; Elwell, Don <delwell@highlandsfl.gov>; Kirouac, Scott <skirouac@highlandsfl.gov>; Campbell, Chris <ccampbell@highlandsfl.gov>; Tuck, Arlene J. <atuck@highlandsfl.gov>; skirouas@highlandsfl.gov <skirouas@highlandsfl.gov>
Subject: Keatley Waldron rezone

[**CAUTION:** External Message*]

Good afternoon,
This is a terrible idea to let this land be zoned for housing. We live off Killarney and the traffic now is so bad cars speed down this road from Tubbs to Sparta all day long. The police will do nothing about it. Add 400+ more people..... is calling for a disaster to happen. The traffic is going to be so bad for us and Sparta as it is already bad enough already. The kids at the bus stops in the morning and afternoons they will be trying to avoid cars.

All the wildlife that will be destroyed.....
Property value to go down
how about all the water issues

Please do not let this happen and ruin this great neighborhood. We moved over here to enjoy the water and quietness. Please do not destroy this for us and all the wonder people that live on this water.

Thanks for ready and please do not let this pass
Melissa
Killarney Drive Resident

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Barry, Rachel

From: Kirouac, Scott
Sent: Tuesday, June 13, 2023 1:45 PM
To: Barry, Rachel
Cc: Culpepper, Melony; Sauls, Leah M.
Subject: Fwd: Sparta Rd Land Proposal

Please see forwarded email for the record.

Scott A. Kirouac
Commissioner, District 3
Highlands County Board of County Commissioners
863-402-6500
skirouac@highlandsfl.gov
www.highlandsfl.gov

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records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing (pursuant to Section
Florida Statutes)

From: Michelle Gillilan <oakacres.55@gmail.com>
Sent: Tuesday, June 13, 2023 1:03 PM
To: Kirouac, Scott <skirouac@highlandsfl.gov>
Cc: Missie Gillian <oakacres.55@gmail.com>
Subject: Sparta Rd Land Proposal

[CAUTION: External Message*]

Dear Sir/Ma'am,

I am sending this email because I oppose the planned multi-family housing on Sparta Rd. I am a fourth generation Sebring-ite of a family that helped to establish our beautiful city.

I had lived off Sparta Rd for 35 years. I have watched the traffic increase over the years and some turn Sparta into a race track. I sold my house to my youngest son and my husband and I built our retirement home less than a mile from my past residence. We wanted to stay on Sparta Rd because we liked the proximity to shopping and our work yet we still have the tranquility of country life. Now I am horrified to find out that someone chasing a dollar is planning to change all of this.

I am very concerned about the following:

• Quality of life, peace, and tranquility
• Flooding: we already have a problem with our pasture flooding Retention ponds will not solve the problem
• Crime: Sebring police already have a problem recruiting officers
Traffic: there is already a problem on Sparta and Hwy 27. Vehicles coming from downtown needing to merge to the turning lane for Sparta Rd already have a large problem. Building more residence, which brings with it more vehicles needing that turn lane, will just exasperate the problem.

Thank you for your service and please vote no and deny the contractor the opportunity to destroy our beautiful neighborhood on Sparta Rd.

Respectfully,

Michelle Harshman Gillilan
4957 Sparta Rd
Sebring. FL

Sent from my iPhone

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

Garcia, Sergio J

From: Tuck, Arlene J.
Sent: Sunday, July 16, 2023 2:37 AM
To: Sawyer, Nicholas A.; Hurner, Laurie; Culpepper, Melony
Subject: Fwd: Rezoning

Get Outlook for iOS

From: Tina DuPriest <dupriest@highlands.k12.fl.us>
Sent: Saturday, July 15, 2023 4:36 PM
To: Tuck, Arlene J. <atuck@highlandsfl.gov>; @ <@>
Subject: Rezoning

[**CAUTION:** External Message*]

Arlene,

We are writing to STRONGLY OPPOSE the rezoning of the 18 acres on Sparta Road from Agriculture to R3. We live at 1901 Schlosser Road. My late step-father Joe Stiles sold off pieces of the property for the sole purpose of residents feeling like they are in the country and having a little piece (5 acres) of paradise, however being close to town. We feel that this development will have negative impacts for our area. Our reasons for opposing:
*Increased flooding & drainage issues
*Increased traffic on Sparta Road
*Bus stops at Schlosser & Sparta will put kids at risk
*Decrease in home values
*Endangering wildlife
*Retention pond in some of our backyards
We realize Highlands County is growing and additional housing is needed, however Sparta Road is not the appropriate place for it. Please vote NO to this rezoning.

Thanking you in advance,

Pete & Tina DuPriest

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Barry, Rachel

From: Rachel Heston <rheston@comcast.net>
Sent: Monday, June 12, 2023 10:52 AM
To: Barry, Rachel
Subject: amendment CPA-23-618/55

[CAUTION: External Message*]

Dear Ms. Barry,

As a homeowner in this area I would like to voice my strong opposition to this proposed zoning change. I believe that if passed this will open the door to lots of low income housing and bring about the over crowding of our way of life. I think that changing the zoning now is incredibly unfair to the current landowners who bought their homes without the expectation of having a large community or possibly a mobile home park next to them. If zoning is changed at the expense of the majority of the neighborhood to benefit just one homeowner then what is the purpose of having zoning codes. I appreciate your consideration in this matter. Please vote against Amendment Ca-23-618/55.

With Respect,

Rachel Heston

Sent from my iPhone

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REGIS B GRATTAN
1515 SHAMROCK DR
SEBRING FL 33875

Highlands County Zoning Division,

I am writing you to object to the rezoning, on amendment # CPA23-618SS The infrastructure to support this planned development is not in place. There is a problem with the traffic on Sparta rd. and Schlosser rd. The water run off in this area is out of hand now. This area is not ready for this planned development.

I know you would like the county to grow, but when it does the infrastructure must be up to the task.

Thank you for hearing me out.

Regis B. Grattan

Barry, Rachel

From: Richard McDonald <saberrescue1@gmail.com>
Sent: Sunday, June 18, 2023 7:07 PM
To: Barry, Rachel
Subject: CPA-23-618SS

[**CAUTION:** External Message*]

I am opposed to CPA-23-618SS. The area is beautiful with green pastures and livestock and I do not wish to see mobile homes or any other type of housing development in its place. There are numerous other areas where development has started but has fallen through so I ask why not finish what has been initiated in those areas? Increased traffic is a burden on taxpayers, widening of access roads would cost the city money in that aspect as well, flooding in the area (which has already happened numerous times) would cost the city and taxpayers money in insurance. These are just a few of the numerous reasons that this proposal should not be approved.

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Garcia, Sergio J

From: Kirouac, Scott
Sent: Monday, October 16, 2023 9:47 AM
To: Barry, Rachel
Cc: Garcia, Sergio J; Sauls, Leah M.
Subject: Fwd: Vote NO on rezoning

Follow Up Flag: Follow up
Flag Status: Flagged

Please see forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County

Commissioners

863-402-6500

skirouac@highlandsfl.gov

www.highlandsfl.gov

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Instead contact this office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

From: CONNIE PARR <cparr2002@comcast.net>
Sent: Monday, October 16, 2023 8:47 AM
To: Campbell, Chris <ccampbell@highlandsfl.gov>; Roberts, Kevin <kroberts@highlandsfl.gov>; Elwell, Don <delwell@highlandsfl.gov>; Kirouac, Scott <skirouac@highlandsfl.gov>; Tuck, Arlene J. <atuck@highlandsfl.gov>
Subject: Vote NO on rezoning

[**CAUTION:** External Message*]

We do not support the rezoning of most property. We are recent transplants from the Port Charlotte area due to unregulated construction booms. Increases in population and the "lead from behind" infrastructure programs have put enormous pressure on the citizen's cost and quality of life. Frantic development of multi-family and resorts like Las Vegas owned Sun Seekers Resort are key rezoning efforts gone bad. Individually the problems are manageable; together they are taking all available funds to drive growth and for the most part ignoring the needs of the community that is being forced through excessive taxes, MSBU's and fees to pay for it. It is no longer affordable to live there for the average citizen retired or not. There was no increase in Infrastructures, i.e., roads, schools, etc. Our taxes kept going up and our commissioners now spend our penny sale tax on rebuilding Fire Stations and Police instead of the parks and sidewalks they promised. You can go to the Charlotte County home page where they list what is in process. The County is now maxed out in possible revenue sources and almost always sacrifices current resident needs for new residents who have not even moved there yet, unsustainable!

Now we hear that a development off of Sparta Road, consisting of several hundred homes and apartments. Here we go again!! This road cannot support this development. Living off of Killarney Drive, we use Sparta Road to get on and off Route 27. Most homes will have at least two cars if not more. We can understand the need for more homes and apartments. Infrastructure must come first. If developers want to move in here, they need to fund the infrastructure improvements first. We the current citizens should not be forced to burden the cost. We have 40 years of experience first-hand on how to take a beautiful low-cost county and develop it into a place you can't wait to leave.

Please vote no on changing the Zoning in this area. We do not need a High Density or Multi Family in this area at this time.

Thanks.

Ron and Connie Parr
805 Killarney Dr

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To our county commission amendment
NB CPA 23 61855
I am writing to express my objection
about putting more homes on Sparta Rd
as we all ready have way to much traffic
+ accidents on this Road as is. we
Have Trouble getting on to Sparta as is
Plus we do not Have enough Police and
firemen to handle what we have now.
are Hospital are under staff. and
season People aren't here yet. How
much more People & Traffic do
we need What will be next
Make Sparta Rd + landlords who will
Pay for that as are Taxes are high
Enough and who knows what will
be Next

Thank you
Sandra Rainwater

Sara Griffin

2120 Schlosser Rd 1/2

Sebring, FL 33875

June 3, 2023

Dear Highlands County Commissioners:

This letter is in response to a proposed zoning change that was brought to my attention. Although I stay in Gainesville most of the time as I moved here for college, Schlosser Rd is my home. I grew up here and spent many days playing outside, riding bikes down our road and carts through our neighborhood 'woods', it is hard to think of that changing with high density development and losing our peaceful sanctuary that my family and our neighbors have preserved. Aside from sentimental reasons, I have concerns about changing the zoning and the impacts on our local community neighborhood. The skyline would change, particularly the back yards for our neighbors across the street who currently all have pets and livestock. They would now be up against high density property and along the current easement, which gives access to the proposed development and would increase vehicle traffic. I question, has a traffic study been done in relation to the easement access, Sparta Rd and the east end of Schlosser Rd, as well as traffic up to Harder Hall and out at 27 and Sparta? These areas would be of concern, I feel, especially due to the residential housing along Sparta and Schlosser and for the school children at peak times. I rode the bus only part time and it was always dangerous to be out on Sparta with no sidewalks and confusing turns of vehicles at the jog Sparta and Schlosser Rd. Increasing the number of children that would need bused would impact the route and traffic as well. Additionally, the stretch of Sparta Road from the canal down to the proposed zoning change area tends to flood, especially after our storms, creating more caution for drivers and pedestrians. Likely, this development would require improvements along the roadway. This brings me to another point, the land proposed for high density lies in a flood plane. Would such construction be viable? What would the impacts be then to the surrounding properties? One last concern, as I am an advocate for protecting animals, would be the impact on the wildlife in our beautiful area that traverse through our acreage. They surely will be pushed out as well. I suppose change is inevitable, but I think that there are so many areas of highlands country better suited for development or revitalization for high density and lower income housing than this area. High density revitalization would be better near our downtown or development near other business zones where residents can enjoy what those areas of commerce can offer, even on foot, as more of an incentive for growth of urban areas as well. As someone who also advocates for better housing, especially for young persons, those with lower income, and diveristy; I feel, Sebring would benefit from that greatly, but not our rural setting of the Stiles Ranchettes. I met Mr. Stiles as a very young girl, and I know how much he loved this land, as he and his wife Louise took us for a ride in his pickup truck through his pasture land. I am opposed to the proposed zoning change.

Sincerely,

Sara L. Griffin

Heartland Investments, LLC rezoning - Sparta Rd.

Larry Pepper <hitchone81@gmail.com>

Sun 6/11/2023 10:20 PM

To:Barry, Rachel <rbarry@highlandsfl.gov>

[**CAUTION:** External Message*]

I am writing to object to the rezoning of Stiles Ranchettes property owned by Heartland Investments, LLC. I have respect for our agriculture land, being a 4th generation (1917) Sebring-Highlands County resident with my parents & grandfather being involved in agriculture. Our son & his family have lived on their Stiles Ranchettes acreage for over 17 years, enjoying the countrylife. Rezoning would have an effect on many things including family homes, wildlife, traffic, water management, etc. I have seen changes in Sebring, some good, some bad. This would be a bad decision.

Thank you,
Sarah Ramer Pepper
2627 Imperial Ln.
Sebring, FL

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Barry, Rachel

From: Tuck, Arlene J.
Sent: Thursday, July 13, 2023 5:18 PM
To: Sawyer, Nicholas A.; Hurner, Laurie; Culpepper, Melony
Subject: Fwd: Rezoning of 18.64 acres on Sparta Rd. - Heartland Investments, LLC

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From: Larry Pepper <hitchone81@gmail.com>
Sent: Thursday, July 13, 2023 2:54 PM
To: Tuck, Arlene J. <atuck@highlandsfl.gov>; Campbell, Chris <ccampbell@highlandsfl.gov>
Subject: Rezoning of 18.64 acres on Sparta Rd. - Heartland Investments, LLC

[**CAUTION:** External Message*]

My name is Sarah Ramer Pepper, I have lived at 2627 Imperial Ln. for over 45 years. I was born in Sebring (1950), my dad was born in Sebring (1925), my paternal grandfather moved to Sebring in 1917 from Minnesota with his parents & sister. My parents & grandfather were always involved in agriculture, which involved a dairy, feed mill & orange groves. My husband & I have been married for almost 54 years, raising 2 children, both married (successful in their field), 8 grandchildren & a great-grandson.

Here are some things to think about - both facts & speculation:

FACT: Chris Miller, Vice President of Sunlight Resorts was in attendance of the Sebring City Council meeting on June 13, 2023. Being presented to the council was to rezone property located at 1115 Sudan Mission Rd. from agriculture to R3 & the approval of a 376 site mobile home park with a clubhouse. After the council members rejected the rezoning request, Mr. Miller left. Council members based their decision on traffic & not appropriate for the area, also our city/county does not need a mobile home park. Also in the same meeting was a request for rezoning property for a mobile home park on Peters Rd - DeSoto City Rd (which was a abandoned citrus grove), it was also turned down. Property on Sudan Mission Rd. is for sale, under contract, listing real estate agent is Keat Waldron - son of Keatly & Kim Waldron.

FACT: Hours before or after the City Council meeting, a helicopter was observed by 2 different people, flying low over the Waldron property on Sparta Rd - Stiles Ln, covering the property (up & down the property lines). One person identified the helicopter being connected to Sunlight Resorts-Chris Miller.

SPECULATION IN THE NEAR FUTURE: Since the property on Sudan Mission Rd. was rejected for rezoning from agriculture to R3, Sunlight Resorts-Chris Miller could be considering to buy all of the Waldron property (110.383 acres). If the 18.64 acres is rezoned from agriculture to R3 (high density), you will have opened up the floodgates for the remaining Waldron property to be rezoned from agriculture to R3, which could become a Luxury RV Resort/Mobile Home Park. Why is Heartland Investors, LLC rquesting a change from agriculture to R3 when R2 would be suffient for the proposed project? History shows Sunlight Resorts buying property, advertising Luxury RV Resort/Mobile Home Park, then sells everything in about a year. Look at Sebring Square (9.79 acres)on DeSoto Rd. & Rum Runner (19.71 acres) on Brunns Rd. Sunlight Resorts is currently building/developing a Luxury RV Resort/Mobile Home Park off the north end of

Sebring Parkway, Twin Lakes of Avon Park.We feel like they are interested in more properties in Highlands County! All of Waldron's property & surrounding properties is a wildlife habitat to many different animals, birds, endangered species.
If Atlas Point Mobile Home Park was proposing 376 sites plus a clubhouse on 63 acres (Sudan Mission Rd.) how many sites could go on 110 acres? Included in the Waldron property is a house (future clubhouse?), pool & barn. Some of the property is wetland, maybe could get a permit for a boardwalk leading down to Jackson Creek. (Keatly mentioned in the p&z meeting his sons have caught some nice size bass from there). Could advertise as Luxury RV Resort/Mobile Home Park with waterfront. Consider the possibility of future request for rezoning the rest of Waldron's property from agriculture to R3 (high density which includes Mobile Home Parks), how would you vote?
Traffic is a major concern, Sparta Rd is not only traveled by Sparta Rd residents, is also a cut-through corridor for commuters from Hwy. 27 to Hwy. 66 (& vice versus) residents of Highland Lakes Reserve, Payne Rd., Skipper Rd., Henscratch Rd., Spring Lake, etc. Also Cracker Trail Elementary School (with over 700 students plus staff) is on Sparta Rd. The city has already approved 350 acres off Sparta Rd/Bassage Rd for development. With this into consideration, adding a 80 unit quadraplex (160 more cars) to the traffic will effect car traffic, pedestrians, school children getting on or off their school bus, etc. It could also effect the current flooding issues, more concrete & asphalt.
Speculating a rv/mobile home park in the future in this area, how will Sparta Rd. handle more traffic, cars, rv's (diesel pushers/motor home towing vehicles, pull behind campers.)
Our responsibility as property owners, voters, elected officials is to not only look at the current situation, but also if possible to look at the future for our city & county. Consider the future generations.
Thank You

Virus-free.www.avast.com

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Barry, Rachel

From: Scott Tull <tulltime26@gmail.com>
Sent: Sunday, July 16, 2023 7:52 PM
To: Barry, Rachel
Subject: Objection to rezoning.
Attachments: 20230716_194506.jpg

[**CAUTION:** External Message*]

I object to this rezoning because of crime,traffic,overpopulation of the area,and to protect wildlife that this will destroy..
I am a resident on Elf Drive, 33875
Scott Tull 561-385-9034

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Dr. Sherri Kurinko Griffin

2120 Schlosser Rd

Sebring, FL 33875

June 1, 2023

Dear Highlands County Commissioners:

I am writing to express my opposition to the proposed zoning change to be heard June 13, 2023. We reside on Schlosser Rd opposite the side of the road where behind our neighbors this high-density zoning change and development is planned. Joe and Louise Stiles invited us over and drove us about as we admired the land behind his home. We have been here since 2005 and have been blessed to purchase additional parcels on our side of Schlosser Road. We would purchase more if it were available. Our family has worked very hard to preserve the land we purchased and honor the previous owners' wishes to keep them ranchettes. I know that Mrs. Janie Beirzonski and Mrs. Freida Oliveri expressly stated this, the same as Mr. Joe Stiles. Times can change and development can begin to change the façade of what used to be, but we still live here. Perhaps Dr Waldron has forgotten Mr. Stiles wishes, but we still honor our word and in fact our current neighbors uphold and enjoy our quiet neighborhood of ranchettes. We can't stop progress, or at least they say, but we'd like to try by expressing our opposition, even if simply for the concerns that likely haven't been studied before proposing this change. Have environmental impact, watershed- flood zone, and traffic impact studies been done? What impact will this have on wildlife? Our local wildlife will be displaced for certain. To my recollection, as well as viewing the watershed map; there is a good portion through the proposed parcels that are in a flood zone, which would impact building and development. We have had significant flooding in recent years with storms, particularly the hurricanes, where the parcels on the east side of Sparta flooded as well as the intersection at Sparta and Schlosser. Has this been considered with the plans for development and the impacts or civil engineering needed pertaining to this? Also, traffic on Sparta and also Schlosser Rd would be of concern as well. The existing traffic flow is heavy in the morning and then in the afternoon mainly due to the school and busing. Increasing population density would likely bring more children to be bused or transported, but also more traffic in general. Sparta and Schlosser has many parents who pull along the side of the road to pick up their children off of the bus; this would potentially increase incidents with increased traffic with the parents having limited space to pull along the road safely. The intersection already has hazards due to this and the jog in the road and traffic flow. Sparta road would likely need improvements, which brings rise to concern for the homes along Sparta and even both lengths of Schlosser if roads need widened and sidewalks installed. How will this impact the homeowners

along these roads? The bridge over the canal on Sparta is narrow, would this need studied as well? Further questions arise with the intersection of Sparta and 27, how will this be impacted and the businesses entrances there on the corner? Shortly after we moved in, I had called about zoning to have a home based business and I was told “as long as it doesn’t create more traffic than there usually is”; seemingly now this development would create a lot more traffic even our end of Schlosser Rd because the easement to access these parcels in directly cross from out property, which I am certain no one considered how we the residents, particularly my good neighbors across the road would be impacted, well as traffic behind their homes with this change. We, as well as our neighbors invest a lot of time, money, and hard work to upkeep our properties to enjoy our peaceful homes, our livestock and pets and our wide-open spaces. Placing high density and low-income property will not only change our surroundings and way of life, but it will also devalue our properties. I was raised in a rural setting and prefer to live in one still so I will end with the statement: I am opposed to this zoning change.

Sincerely,

Dr. Sherri Kurinko Griffin

Garcia, Sergio J

From: Kirouac, Scott
Sent: Monday, July 17, 2023 6:50 AM
To: Barry, Rachel
Cc: Culpepper, Melony; Sauls, Leah M.
Subject: Fwd: zoning

Please see forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County

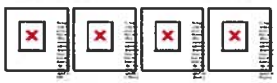
Commissioners

863-402-6500

skirouac@highlandsfl.gov

www.highlandsfl.gov

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office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

From: shirley1641@aol.com <shirley1641@aol.com>
Sent: Monday, July 17, 2023 6:48 AM
To: Kirouac, Scott <skirouac@highlandsfl.gov>
Subject: zoning

[**CAUTION:** External Message*]

I am writing about the rezone proposed project off of Sparta road. We are very much opposed to this project.

Sparta road has most of the road a double line and I consistently get passed on by speeding traffic.

Where will the turkey and deer go? Last week there were 9 turkeys going through the pasture where the houses are to be built. This happens on a daily basis

I understand that more housing may be needed but the high density of these units has a negative impact on flood control, animal habitat, traffic, drainage issues and surrounding properties.

Thank you for your help to make Sebring a great place to live.

Shirley and Mike Richards
1721 Elf Dr.
Sebring Florida

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SIM

By Prayer

SIM Retirement Village
4114 Nigeria Street
Sebring, FL 33875-5597
tel: (863) 385-6058

July 13, 2023

Dear County Commissioners,

My name is Timothy Smith, and I am the current manager of the SIM Retirement Village, located just west of Sparta Road.

I am writing in regards to the proposed project to build a 80 unit housing development on the east side of Sparta Road, just south of Schlosser Road.

My main concern is the amount of additional traffic a project with this many units would add to Sparta Road.

Thank you for taking this into consideration when you make your decision.

Sincerely,

Timothy Smith, Manager

SIM Retirement Village

USA Headquarters
14830 Choate Circle
Charlotte, NC 28273
tel: (704) 588-4300
fax: (704) 587-1518
email: simusa.info@sim.org
web: simusa.org

Barry, Rachel

From: Campbell, Chris
Sent: Thursday, October 12, 2023 2:46 PM
To: Barry, Rachel
Subject: Fwd: Zoning

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From: steve a <saurand@yahoo.com>
Sent: Thursday, October 12, 2023 12:14:08 PM
To: Campbell, Chris <ccampbell@highlandsfl.gov>
Subject: Zoning

[**CAUTION:** External Message*]

Commissioner Campbell,

I bought a house on Killarney Dr in July. I had moved to Florida from Ohio in November of 2021 with plans to purchase a home in Highlands County. I planned on staying in RV while looking and ended up at a park in Okeechobee. I figured it may take six months to find a home. Much to my surprise it ended up taking 19 months due to the housing market. I wanted to be on a canal or lake front and was very pleased to find this home.

I am concerned with a rezoning request by Keatley Waldron to change an 18-acre tract from low density to high density residential and from agricultural to multi-family dwelling. If this is approved, it could greatly increase the traffic on Sparta Rd. as well as affect flooding and drainage issues.

I am writing you to request that you vote against this zoning change.

I have friends in Lake Placid and visiting them over the years is why I chose to move here. This is a nice friendly quiet community and I would like to see it stay that way.

Thank You for your service and for your consideration on this matter.

Steven Aurand
1235 Killarney Dr.
Sebring, Fl 33870
614-296-0080

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Barry, Rachel

From: Kirouac, Scott
Sent: Tuesday, October 10, 2023 10:51 AM
To: Barry, Rachel
Cc: Garcia, Sergio J; Sauls, Leah M.
Subject: Fwd: OPPOSING Zoning changes to Sparta Road/ Waldron Petition

Please see forwarded email for the record.

Scott A. Kirouac
Commissioner, District 3
Highlands County Board of County Commissioners
863-402-6500
skirouac@highlandsfl.gov
www.highlandsfl.gov

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records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing (pursuant to Section
Florida Statutes)

From: Harry Fish <finger1166@gmail.com>
Sent: Tuesday, October 10, 2023 10:26 AM
To: Kirouac, Scott <skirouac@highlandsfl.gov>
Subject: OPPOSING Zoning changes to Sparta Road/ Waldron Petition

[**CAUTION:** External Message*]

Mr. Kirouac,

This message is regarding Keatley Waldron's petition to change zoning of the property along Sparta Road. **I AM ONE OF MANY RESIDENTS AND TAXPAYERS THAT STRONGLY OPPOSE** the rezoning and development plans that's being put in front of you and fellow commissioners for approval. I am a life long resident of Sebring and have lived on Sparta Road since 1976, probably one of the longest living residents in the area and have been a resident at 1916 Elf Drive for about 20 of those years. This is a quiet neighborhood, little crime or disturbance with a beautiful view from my backyard. On a daily basis, I can observe all kinds of wildlife grazing and moving about in THEIR NATURAL ENVIRONMENT. Over the years, I have watched Mr. Waldron set up feeders for the deer and turkey that live in this area and there has always been livestock on his property. Once this development starts, this beautiful, peaceful, resourceful land will no longer provide a healthy, safe habitat for the wildlife that come through this area. **This is NOT a good plan for their well being nor for the environment as a whole and one of many reasons for you NOT to approve this petition.**

Another MAJOR negative impact is the increase in traffic on Sparta Road. I travel this road daily and it is already very busy, especially during the school year. Anyone who says otherwise is wrong, in denial, or just doesn't want to acknowledge the facts. The line at the Sparta Road and Hwy 27 traffic light can get backed up, all the way to Coy Street, sometimes further. An extra 400+ people, with maybe as many vehicles, is going to cause more problems. There have been accidents at the Schlosser Road & Sparta Road intersection. As a matter of fact, I witnessed a girl get hit by a car after getting off the bus and crossing over to the east side of Schlosser. This is just one example of why this area is not suitable for high density traffic. There's no bus or bike lane and the existing road is 2 lanes and very narrow. Approving such a development that will put so many more people and more traffic in such a confined area without a roadway that can handle it will be a dangerous mistake and the people that are going to be affected are the residents of Sparta Road and the parents and grandparents that travel here everyday, twice a day or more, to get there kids to and from Cracker Trail Elementary School. **This is another very important reason why you should NOT approve this petition.**

My neighborhood and several sections of Sparta Road is prone to flooding after heavy rains. Specifically, Schlosser and Sparta Road intersection and at Sparta Road and Hwy 27. Killarney Road and Sparta is also a flood area due to lack of drainage. There have been times where I have had to detour because the water was not draining and I could not get through the Schlosser and Sparta area. In addition, the yards of the Elf Drive residents that line the Waldron property become flooded because Mr. Waldron put a barrier mound around his property to keep his land from being flooded, no matter the affect it has on the neighboring community. So, Mr. Commissioner, tell me how you can justify adding 80 units, possibly 400 people to an area where there's already drainage problems that the city has not been able to fix thus far. A decision to approve this high density development will create more flooding and drainage problems that will end up costing the homeowners of the entire area surrounding this project. **Once more, this is another reason why you should NOT approve the petition for High density, multi-family development.**

The people of this area **STRONLY OPPOSE** what's happening in "our quiet community." I have not met one person that wants this project to go forward. I am a widow, in my 70's and this is my home. It has been a safe place for me to live, get out and walk, do my own yardwork, relax and enjoy the peaceful beauty of the property behind me. I enjoy the wildlife and watching cattle and their offspring thrive. I am saddened that, "a steward of this land," Mr. Waldron is willing to destroy that. This project is too much, too big and will be too disruptive and dangerous to the wildlife's environment and more importantly to my safe and healthy environment. I trust that if you lived in my neighborhood you would **OPPOSE** this as well, for the well being of you and your family and the inhabitants of the land.

I also want to bring to the discussion, that I was never informed of this project when it was initially brought forward. I did not know about the first meeting and I couldn't attend the second meeting. The city failed me and alot of my neighbors by not informing us of the future changes to our community. I am a long time taxpayer just as Mr. Waldron is and I should have been granted the opportunity to oppose this before today. We vote commissioners in that will do what's best for this town, not to line pockets of the people who want to change our residential community and have other interest in mind. There's plenty of property out there more suitable than Sparta Road. Mr. Waldron will tell you himself because he owns alot of it**. Yet, another reason to OPPOSE this petition.**

I hope you come to the right decision on behalf of the overwhelming majority of residents that OPPOSE the petition and whose LIVES WILL BE AFFECTED by your decision.

With appreciation,
Sylvia Sanders, resident of Elf Drive.

Sent from Mail for Windows

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Garcia, Sergio J

From: Kirouac, Scott
Sent: Sunday, July 16, 2023 8:05 PM
To: Barry, Rachel
Cc: Culpepper, Melony; Sauls, Leah M.
Subject: Fwd: Rezoning from Ag to R3 off Sparta Road

Please see forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County

Commissioners

863-402-6500

skirouac@highlandsfl.gov

www.highlandsfl.gov

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office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

From: Tim Bohan <tbohan7@gmail.com>
Sent: Sunday, July 16, 2023 4:27 PM
To: Tuck, Arlene J. <atuck@highlandsfl.gov>; Campbell, Chris <ccampbell@highlandsfl.gov>; Elwell, Don <delwell@highlandsfl.gov>; kroberts@highlandsfl.go <kroberts@highlandsfl.go>; Kirouac, Scott <skirouac@highlandsfl.gov>
Subject: Rezoning from Ag to R3 off Sparta Road

[**CAUTION:** External Message*]

I am writing to oppose the rezoning and development plan for the 18 acre parcel on the east side of Sparta Road and just south of Schlosser Road, from Agricultural to R3.

I am very familiar with this parcel as I have a barn and keep horses on a 10 acre lot adjacent to that land, on Schlosser Road, and have been there for the past 23 years.

The 18 acres in question constantly floods every September when we get our annual tropical storms, especially after a normal summer's worth of rain. To allow this agricultural land to be paved over will push that flood water into the homes on Schlosser Road, Sparta Road and Elf Drive.

Also the proposed 80 unit development will add hundreds of cars coming onto an already very busy Sparta Road. The proposal also has an access road that will be off Schlosser Road, and there is a school bus stop at the corner of Schlosser and Sparta, the increased traffic will put those children at risk.

There is a reason that land and the neighboring land is zoned Agricultural and not R3 and that reason is storm water flooding. That land is suitable pasture for cows and horses, but not for an 80 unit condominium development! To allow such a development in that area would be gross negligence on your part and will create flooding problems for all the adjacent property owners.

Thank you for your time and consideration,

Captain Tim Bohan
Sebring, FL

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Fwd: Proposed Rezoning

Campbell, Chris <ccampbell@highlandsfl.gov>
Wed 6/7/2023 10:20 AM
To:Barry, Rachel <rbarry@highlandsfl.gov>

1 attachments (13 KB)
rezoning.docx;

Rachel,

Please see the attached letter in opposition of the re zoning on Sparta Rd.

Thank you,

Chris Campbell

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From: Tina DuPriest <dupriest@highlands.k12.fl.us>
Sent: Wednesday, June 7, 2023 9:10:44 AM
To: Campbell, Chris <ccampbell@highlandsfl.gov>
Subject: Proposed Rezoning

[**CAUTION:** External Message*]

Good Morning Mr. Campbell,

Attached is a letter regarding the rezoning of property off of Sparta Road. I hope you will considering my oppostion of the proposed plan.

Thanking you in advance,

Tina DuPriest

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I am writing to express my strong opposition to the rezoning Amendment CPA-23-618SS located on the east side of Sparta Rd., approximately 1.13 miles west of US 27, 2.95 miles north of State Road 66 and 0.12 miles south of Schlosser Road: the addresses for the other two parcels being 4200 Sparta Road and 4021 Stiles Lane, Sebring. While the local community may be unable to prevent development, that in itself will be detrimental to the area, all residents on Schlosser Road and Stiles Lane are completely opposed to the addition of multi-family development. Multi-family development could potentially put wildlife in danger by destroying their habitat. Property values are likely to go down in the area if multi-family apartments or condominiums are built. Multi-family dwellings are inconsistent with the neighborhood currently and for the last 30 years. The adjacent property is zoned agriculture with all properties in at least 5 acres tracks. My late step-father Joe Stiles sold off pieces of the property for the sole purpose of residents feeling like they are in the country and having a little piece (5 acres) of paradise, however being close to town.

I urge you to disapprove the proposed rezoning, I know my opinions are shared by all residents on Schlosser Road and the surrounding area.

Sincerely,

Tina Heston DuPriest

Barry, Rachel

From: Kirouac, Scott
Sent: Thursday, July 6, 2023 7:07 PM
To: Barry, Rachel
Cc: Culpepper, Melony; Sauls, Leah M.
Subject: Fwd: Sparta Road Rezoning Request

Pease see forwarded email for the record.

Scott A. Kirouac
Commissioner, District 3
Highlands County Board of County Commissioners
863-402-6500
skirouac@highlandsfl.gov
www.highlandsfl.gov

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records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing (pursuant to Section
Florida Statutes)

From: Victor Martinez <mart2500@icloud.com>
Sent: Thursday, July 6, 2023 6:47 PM
To: Roberts, Kevin <kroberts@highlandsfl.gov>; Elwell, Don <delwell@highlandsfl.gov>; Kirouac, Scott <skirouac@highlandsfl.gov>; Tuck, Arlene J. <atuck@highlandsfl.gov>; Campbell, Chris <ccampbell@highlandsfl.gov>
Cc: Diversified81@gmail.com <Diversified81@gmail.com>
Subject: Sparta Road Rezoning Request

[CAUTION: External Message*]

Dear commissioners,

To second Mr Peppers concerns and other near by residents.
We need your support to oppose rezoning of 18-acres near Sparta Road. This rezoning consists of changing property from Agricultural to R3 (amendment # CPA-23-618SS). This change will bring more residential housing in the area that is not fitting to surrounding neighbors, causing our property values to decrease and affecting the wildlife and traffic capacity which could lead to a safety issue.

Regards us 👮‍♂️ 🙏
Vic Martinez

Sent from my iPhone

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

Barry, Rachel

From: Vicki Pontius <vr.pontius@gmail.com>
Sent: Monday, June 12, 2023 2:52 PM
To: Barry, Rachel
Subject: CPA-23-618SS and P&Z 2128

[**CAUTION:** External Message*]

Rachel,

Please accept this electronic message as my opposition to the rezoning request above.

I can be reached at (863)414-2917 if you need further information.

Thank you.

Vicki Pontius

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

Barry, Rachel

From: Bobbie Harshman <wehbbh@gmail.com>
Sent: Monday, May 22, 2023 1:14 PM
To: Barry, Rachel
Subject: Objection to rezoning CPA-23-618SS & P & Z 2128

[**CAUTION:** External Message*]

Dear Rachel,
We, Walter E. and Barbara B. Harshman OBJECT to the rezoning of the property on Sparta Road--namely
CPA-23-618SS & P & Z 2128 properties.

Please ask Chris Campbell to vote AGAINST it.

Thank you,
Walter and Barbara Harshman

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

Barry, Rachel

From: Campbell, Chris
Sent: Monday, May 22, 2023 2:12 PM
To: Barry, Rachel; Hurner, Laurie
Subject: FW: Vote Against Rezoning of CPA-23-618SS & P & Z 2128

Rachel,

Please see below to be included in the record on this rezoning item.

Thank you,

Chris Campbell
Highlands County Commissioner
District 5
863-438-1488
ccampbell@highlandsfl.gov
www.highlandsfl.gov

DISCLAIMER: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

From: Bobbie Harshman <wehbbh@gmail.com>
Sent: Monday, May 22, 2023 1:19 PM
To: Campbell, Chris <ccampbell@highlandsfl.gov>
Subject: Vote Against Rezoning of CPA-23-618SS & P & Z 2128

[**CAUTION:** External Message*]

Dear Chris,
PLEASE VOTE AGAINST the rezoning of CPA-23-618SS & P & Z 2128 property. We don't want low income properties that close to our home.

Thank you,

Walter E. and Barbara B. Harshman
4955 Sparta Road

Sebring, FL 33875

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

Barry, Rachel

From: Campbell, Chris
Sent: Thursday, July 13, 2023 8:56 PM
To: Barry, Rachel
Subject: Fwd: Rezoning of Land Parcels on Sparta Road

Get Outlook for iOS

From: Bobbie Harshman <wehbbh@gmail.com>
Sent: Thursday, July 13, 2023 5:09:29 PM
To: Elwell, Don <delwell@highlandsfl.gov>; Kirouac, Scott <skirouac@highlandsfl.gov>; Roberts, Kevin <kroberts@highlandsfl.gov>; Campbell, Chris <ccampbell@highlandsfl.gov>; Tuck, Arlene J. <atuck@highlandsfl.gov>
Subject: Rezoning of Land Parcels on Sparta Road

[**CAUTION:** External Message*]

Dear Sirs and Ms. Tuck,
We are against the drastic rezoning of the 3 properties currently owned by Heartland Investment, LLC on Sparta Road. If the jump in rezoning was from agricultural to single - family dwellings with a lesser number of homes or ranchettes on the 18+ acres, that would be more appropriate. We have several reasons as to why this would be a better plan.

The resulting traffic load on Sparta due to an additional 80 proposed residences will only exacerbate an already existing problem. Sparta is a narrow connector Road. There are at least 792 residences currently using Sparta. One of the biggest reasons for Sparta's existing traffic problem is Cracker Trail Elementary School (703 children are currently enrolled to begin school there the first week of August). The property known as Highlands Lake Rreserve on the south end of Sparta has 155 lots available--there are at least 25+ existing homes or homes in the process of being built now. Sudan Interior Mission has 100 homes with 160 residents living there. Camp Sparta is a busy spot. Buses and cars come and

go frequently. A Veteran's Park consisting of 350 acres off Bassage Road is also beginning to receive some attention. That will add more traffic.

Another existing problem is flooding throughout this area. Keatley's pasture is an historic natural drainage area for several areas around. Please check your maps. His property descends to the east allowing existing water to drain into Jackson Creek. He presently has a berm on his property to shield some of the waterflow from his home. Putting proposed pavement and homes over an area that naturally allows for water drainage will only enlarge the flooding problem when heavy rains come. (Retention ponds' capacity for holding water have to hold only 2 inches of extra water.)

The only entrance to North Sparta is US 27. It has two "killer intersections" if you are coming from town--Popeye's and Sparta Road. Any turning with the turning light allows only 8 cars to safely turn on the green light--10 if everyone is alert and accommodating. When turning right off Sparta to go south on 27, it's a Russian Roulette game to pull out unless you do so with the light. Now add 160 more cars (2 per household) to this existing mess.

Remember: ambulances and firetrucks need less congestion. This is actually endangering the present Sparta residents and the children at the school. (as well as Sudan Interior Mission).

There are other objections, but these are major.

We urge you to consider the potential ramifications of any decision that would promote such a sizable increase in new homes and additional traffic. We would be graduating from a rat race to mayhem.

Thank you for your consideration of the contents of our letter.

Sincerely,

Walter and Bobbie Harshman

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October 12. 2023

TOTAL: SPARTA ROAD RESIDENCES	= 792
CRACKER TRAIL ENROLLMENT	= 703
TOTAL	1,495

SPARTA ROAD---792 RESIDENCES + CRACKER TRAIL SCHOOL—703 ENROLLED

EAST SIDE OF SPARTA	RESIDENCES:	TOTALS:
Kent Drive	18	
Koy Drive	7	
Sparta Circle	37	
Jackson Circle Drive	21	
Schlosser Road, E	21	
Childrens' Home	6	
Sparta Road Baptist Church	20	
Elf Drive	40	
East side of road from Elf to Cal Ranch	15	
Orday Road and on Curve	15	
Cal Ranch Road	6	206
STUDENTS IN CRACKER TRAIL: Registered to begin 2023 fall	703	703

Remember: Buses, teachers, day care that drive here

WEST SIDE OF SPARTA	
Koy Drive	8
Baker Lane	4
Berry Lane	5
Killarney to Tubbs	34
In the loop off Killarney	58

West Side of Sparta from Killarney south	12	
Shamrock	60	
Schlosser West to canal	52	
SIM RESIDENCES (Currently has 160 residents in these 100 residences)	100	
West side from to Sudan Mission Road	9	
Sudan Mission Road	8	
2 CHURCHES 20 each church	40	390
Holmes Road	11	
Sparta Road West side from Holmes to Camp Sparta	5	
Camp Sparta	20	
Brittany Road	5	
Bassage Area	66+	
Bassage Road to Cal Ranch Road, West side	p 26	
Cal Ranch Road to Reserve, West side	12	
Highlands Lake Reserve	30	
NOTE****** 155 total parcels in Reserve, and it's currently growing	125	
House before Restoration, west side	1	
Restoration Church	20	196
***TOTAL RESIDENCES FOR SPARTA ROAD		792

SPARTA ROAD IS ALSO A CONNECTOR ROAD FROM

State Road 66— from Skipper Road, Orange Blossom Road, McCoy Road, Payne Road, Durrance Road, the Lake Josephine Area and other areas south. Many cars use Sparta as a connector from Lorida.

HERO's VILLAGE IS ANOTHER PROJECT ON SPARTA ROAD--IT HAS BEEN APPROVED BY THE CITY COUNCIL. IT WILL BE LOCATED ON A 368-ACRE SITE BETWEEN BOY SCOUT ROAD AND BASSAGE ROAD. *Highlands News Sun* reported on Wednesday, October 4, 2023, that it will include 1,100 "stand alone" residential and multiplex units. This will increase the existing traffic significantly. The City Council has already approved this project but will be adding some modifications to it—according to the newspaper.

HOW ARE WE GOING TO SUSTAIN THE CURRENT AND PROPOSED TRAFFIC AS IT IS, LET ALONE ADDING EVEN 80 more houses with 2 more drivers each==160 more???????

********** Now, look at the 2 north access intersections into Sparta.

1. At Popeyes—if coming from town to Sparta
2. Merging from Popeyes intersection and avoiding= crossing over 3 more lanes in a distance of 1 block
3. At U S 27 and Sparta=around 8-10 can turn on left light
4. If on Sparta turning left=8-10 turn left. If more than that, they have to wait for another light change. THIS GOES FOR ALL BUSES AND SCHOOL TRAFFIC AS WELL

SPARTA ROAD TRAFFIC:

TOTAL:	Sparta Road Residences	792
	Students enrolled at Cracker Trail	703
		1,495

***These statistics were formulated from aerial county photographs

Barry, Rachel

From: Kirouac, Scott
Sent: Tuesday, July 11, 2023 12:32 PM
To: Barry, Rachel
Cc: Culpepper, Melony; Sauls, Leah M.
Subject: Fwd: Rezoning in general and Sparta Road

Please see forwarded email for the record.

Scott A. Kirouac
Commissioner, District 3
Highlands County Board of County Commissioners
863-402-6500
skirouac@highlandsfl.gov
www.highlandsfl.gov

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records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing (pursuant to Section
Florida Statutes)

From: Will Randall <ws_randall@mac.com>
Sent: Tuesday, July 11, 2023 10:20 AM
To: Kirouac, Scott <skirouac@highlandsfl.gov>
Subject: Rezoning in general and Sparta Road

[**CAUTION:** External Message*]

Hello Scott,

This letter is in regards to zoning in general and specifically the rezoning of 18 acres on Sparta road scheduled for July 18th. This rezoning request is to change 18 acres from agriculture to R3 (CPA-23-618SS).

As a builder and developer I have watched our county slowly grow since moving here in 1970. I am of the opinion that real positive growth for our County is finally coming. I would urge Commissioners to be very conservative on most zoning request. A good example is the Sparta Road request to go from Agriculture to R3. Except for near US 27, all of Sparta is residential. Why we need 18 acres to become R3 when the rest of Sparta is residential and built on 5 and 10 acre tracks is beyond me. If you rezoned this property "Residential" it would still allow a developer to build 40 to 50 single family homes and will obviously send a message that the County and City are going to take a conservative approach to zoning change requests.

When I arrived in Sebring 43 years ago Gracie McCoy #1 and #2 and other high density housing projects were already here. They don't go away easily and have contributed little in property tax to the county. Hopefully the Commission will have a vision of our County filled with new construction that will encourage the kind of growth and tax base we have wanted for so long.

Sincerely,

Will Randall
4016 Medina Way
Sebring, Fl 33875

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Rachel Barry, Zoning supervisor @ rbarry@highlandsfl.gov

Commissioners:

Kevin Roberts, kroberts@highlandsfl.gov

Don Elwell, delwell@highlandsfl.gov

Scott Kirouac, skirouac@highlandsfl.gov

Arlene Tuck, atuck@highlandsfl.gov

Chris Campbell, ccampbell@highlandsfl.gov

THIS A PETITION TO OBJECT THE REZONING OF (3) PARCELS OF LAND FROM AGRICULTURAL TO MULTI-FAMILY DWELLLING (R-3 PD)

HEARING # CPA-23-618SS ON

TUESDAY JULY 18,2023 @ 9AM

NAME EDWARD RICHMAN

ADDRESS 1655 KILLARNEY DR SEBRING FL 33870

NAME Valerie Molina

ADDRESS 3641 Sparta rd Sebring FL. 33870

NAME TOBY JACOBS

ADDRESS 1301 Killarney RD. Sebring Fl 33870

NAME Susan Hennessy

ADDRESS 1245 Killarney DR Sebring Fl 33870

NAME

ADDRESS 2906 Phillips Ln 3

NAME Sheri Bliss 1312 Killarney Dr Sebring

ADDRESS

NAME Don Dyer

ADDRESS 1701 Elf 33875

NAME Shirley Richards

ADDRESS 1721 Elf Dr Sebring 33875

NAME Terry L Brown

ADDRESS 3811 Leeward St Sebring 33875

NAME Edgar Macias 1406 Sham Rock Rd.

ADDRESS 1460 Sham Rock Rd 33875

NAME Victor Cockrell

ADDRESS 1340 SHAMROCK SEBING 33875

NAME CARY HARWOOD

ADDRESS 1320 SHAMROCK SEBRING 33875

NAME Ruth Napier

ADDRESS 1340 Schlosser Rd Sebring, FL 33875-5340

NAME Rocco Ponzi

ADDRESS 1334 Schlosser RD 33875

NAME Myra Blanas

ADDRESS 1350 Schlosser Rd Sebring FL 33875

NAME Michael Miller

ADDRESS 1328 Schlosser Rd Sebring, FL 33875

NAME Taylor Grover

ADDRESS 1318 Schlosser Rd Sebring FL 33875

NAME Nita Magallanes

ADDRESS 1320 Schlosser Rd Sebring FL 33875

NAME Rita Roman

ADDRESS 1300 Schlosser Rd. Sebring FL-33875

NAME Anthony Pixley

ADDRESS 1345 Shamrock Dr Sebring FL 33875

NAME Frederick Cook

ADDRESS 1319 Shamrock Dr Sebring FL 33875

NAME James Hilfo

ADDRESS 1122 Schlosser Rd 33875

NAME Mike Jackson

ADDRESS 712 Schlosser Rd 33875

NAME Peggy Gonzalez

ADDRESS 1424 Schlosser Rd 33875

NAME Laura R. Enfinger

ADDRESS 1445 Shamrock Dr. Sebring FL 33875

NAME Edwin E. Enfinger, Jr.

ADDRESS 1451 Shamrock Dr Sebring, FL 33875

NAME Donna Rehmo

ADDRESS 1500 Shamrock Dr. Sebring FL 33875

NAME Stacey P Peacock

ADDRESS 1614 Shamrock DR, Sebring, FL 33875

NAME Deboran Forrestr

ADDRESS 1622 Shamrock Dr. Sebring FL 33875

NAME Robert D Coleman

ADDRESS 1231 Shamrock Dr Seb FL. 33875

NAME Maxwellene Whitesell

ADDRESS 3919 Sparta Rd. Sebring FL. 33875

NAME Frank J. KLine

ADDRESS 1608 Schlosser Rd. Sebring, FL. 33875

NAME Nicholas Letkiewicz

ADDRESS 3740 sparta road, sebring FL. 33875

NAME Cathy Bowser

ADDRESS 1727 Sparta Cir Sebring FL 33870

NAME Jean McElwain

ADDRESS 1746 Sparta Cir

NAME Terry Petrovich

ADDRESS 1746 SPARTA CIR

NAME Terry Coleman

ADDRESS 1226 Spanrock Dr. Sebring, FL 33875

NAME Nancy Strickland

ADDRESS 1460 Schlosser Rd 33875

NAME Russell Barfoot

ADDRESS 1516 Schlosser Rd 33875

NAME Carla A. LeBlanc

ADDRESS 1536 Schlosser Rd. Sebring, FL. 33875

NAME Sandra Rainwater

ADDRESS 1460 Schlosser Rd 33875

NAME Sandra Shuler

ADDRESS 1520 Kerry Dr, Sebring, FL 33870

NAME Janice Sutton

ADDRESS 1424 Kerry Dr Sebring FL 33870

NAME Sarah Wendrich

ADDRESS 1407 Kerry Dr Sebring Fl. 33870

NAME Mary Hartman

ADDRESS 1353 Kerry Dr Sebring, FL 33870

NAME Jenni Sheffield

ADDRESS 1350 Kerry Dr. Sebring, FL 33870

NAME Betty Ambler

ADDRESS 1330 Kerry Dr Sebring FL 33870

NAME Sharon Cribb

ADDRESS 1333 Kerry Dr Sebring FL 33870

THIS A PETITION TO OBJECT THE REZONING OF (3) PARCELS OF LAND FROM AGRICULTURAL TO MULTI-FAMILY DWELLLING (R-3 PD)

HEARING # CPA=23=618SS

NAME Mike Kutz

ADDRESS 800 Shamrock drive

NAME LEE MARON

ADDRESS 9204 CANTER PATH

NAME Otto Tonnesen

ADDRESS 956 Shamrock Dr. Sebring

NAME Sarah Holliday

ADDRESS 4104 Nigeria

NAME [illegible]

ADDRESS 1431 Shamrock Dr Sebring

NAME Santiago morales

ADDRESS 4410 Sebring Dr. Sebring FL

NAME Linda Osterhout

ADDRESS 109 Holly Dr. Sebring

NAME Michael P Morale

ADDRESS 403 Alton St Avon Park FL

NAME Holly K WASZAK

ADDRESS B 204 Nature Lane, Sebring, FL

NAME Debbie Miller

ADDRESS 2014 Sawgrass Trl Sebring Fl

ADDRESS 739 Bay St. Sebring, FL. 33870

NAME Rafael Miranda

ADDRESS 3240 ILLINOIS

NAME Robert Mercado

ADDRESS

NAME Joseph CHAMBERS

ADDRESS 3535 INDIANOLA AV. Sebring

NAME D. Meier

ADDRESS 411 ELSON AVE SEBRING.

NAME Ronald Like

ADDRESS 4117 Apalachia Rd. Sebring 33875

NAME Robert Colle-Airey

ADDRESS 3630 Lake View Dr Sebring

NAME David Colle-Airey

ADDRESS 3630 Lakeview Dr Sebring

NAME Frances Rice

ADDRESS 6124 Pine LN Sebring FL 33876

NAME GEORGE POWERS 3116 PINEWOOD BLVD

ADDRESS

NAME Betty C Rumney

ADDRESS 329 Sportsman Ave Sebring FL

NAME Charlotte K Like

ADDRESS 1622 Shenandoah Ct. Sebring, FL.

ADDRESS 1604 Baker Ln. Sebring. Fl. 33870

NAME Troy K Lurce

ADDRESS 1251 Shamrock Dr Sebring, FL 33875

NAME Sheri Chouest

ADDRESS

NAME Patrick Drury

ADDRESS 6126 Elm Rd. Sebring, FL. 33875

NAME Shey Shutt-Hud

ADDRESS 207 S. Cayuga Ln

NAME CANDACE SITTERS

ADDRESS 1410 KARLO ST SEBRING, FL 33875

NAME Mary L Mus

ADDRESS

NAME Kirstin LUWE

ADDRESS 1416 KARLO ST Sebring FL 33875

NAME Shawna Price

ADDRESS 6513 Hancock Rd Sebring fl 33875

NAME Luz Rivera

ADDRESS 7816 Granada Rd, Sebring FL 33876

NAME Janet Bauer

ADDRESS 1345 Shamrock Dr., Sebring

NAME Bekki Rose

ADDRESS 1304 Karlo ST Sebring

ADDRESS 123 Nickle Blvd / LP

NAME Sean Bowles

ADDRESS 1406 Shamrock Drive Sebring, FL. 33875

NAME Maria Macias

ADDRESS 609 Summit ST E Wauchula FL

NAME BETSY PERRY

ADDRESS 4500 Ferdinand Ave

NAME Richard A Whitney

ADDRESS

NAME Gordon Reed

ADDRESS 4235 N Courseburn

NAME

ADDRESS 4305 Grand Cowon's Sebring 33870

NAME Brian Phillips

ADDRESS

NAME Matthew Loomis

ADDRESS 2752 E Cypresswood Dr Avon Pk

NAME Judith Berk

ADDRESS 908 Grogan Ave

NAME Carl W HANSON JR

ADDRESS 709 SUNBIRD TER.

NAME Wayne Crandol

ADDRESS

ADDRESS 1231 Shamrock Rd

NAME Robert Coleman

ADDRESS 4700 Sparta Rd

NAME Douglas Burbella

ADDRESS 1303 Hydee St.

NAME Kathy Imsdahl

ADDRESS 2318 Bayview St. Sebring

NAME Shirlene Panico

ADDRESS 2324 Bayview St. Sebring

NAME Pam Hampton

ADDRESS 3410 Grand Concourse, Sebring

NAME Valerie Forest

ADDRESS 3906 Lakewood Rd Sebring

NAME Maureen Vergeg

ADDRESS 229 Wild Turkey Dr Lorida

NAME John Conway

ADDRESS 2010 Villaway E Sebring 33876

NAME Jonathan Church

ADDRESS 2010 Villaway E Sebring 33876

NAME Ashley Church

ADDRESS

NAME Kevin Greene

ADDRESS 4600 Lake haven Blvd 33875

THIS A PETITION TO OBJECT THE REZONING OF (3) PARCELS OF LAND FROM AGRICULTURAL TO MULTI-FAMILY DWELLLING (R-3 PD)

HEARING # CPA=23=618SS & P&Z 2128

NAME Angie LaRosa

ADDRESS 3524 Paso Fino dR Lake Placid

NAME Shelly Scott

ADDRESS 3505 Peugeot St. Sebring FL

NAME Chyles Brim

ADDRESS 6730 US Hwy 27 N. U-15A Sebring, Fl.

NAME Hank Brady

ADDRESS 5884 Brady Trail Sebring FL 33875

NAME Roger Flux.

ADDRESS 512 Sunbird Sq., Sebring, FL. 33872

NAME Hanah Grooms

ADDRESS 4015 page Ave Sebring FL 33875

NAME TAMARA M. SNAVELY

ADDRESS 4018 CEMETERY Rd SEBRING FL. 33870

NAME Shaw Kerselng 3387586 3 202031 2

ADDRESS ~~Catherine C. Terrell 112~~

NAME Catherine C. Terrell

ADDRESS 112 Holmes Ct. Sebring FL 33875

NAME John Pepper

ADDRESS 2151 Schlosser Rd, Sebring, FL 3387X

NAME Sheryl Saenders

ADDRESS 1166 S. Hickory TRAIL Avon Park, FL 33875

THIS A PETITION TO OBJECT THE REZONING OF (3) PARCELS OF LAND FROM AGRICULTURAL TO MULTI-FAMILY DWELLLING (R-3 PD)

HEARING # CPA=23=618SS & P&Z 2128

NAME Denise A Knue

ADDRESS 1060 DEWITT ST., SEBRING FL 33872

NAME Sandra Foster

ADDRESS 2885 W. County Line Road Avon Park FL 33825

NAME Janet M Phillips

ADDRESS 17 Rosewood Ct. Lake Placid, FL 33825

NAME Dale Leonbach

ADDRESS 3228 Thunderbird Hill Circle Sebring 33872

NAME D. L. Windsor

ADDRESS 243 S. N. Avon Blvd., A.P.

NAME Jessica Carlson

ADDRESS 2132 Jasmine Way Sebring FL 33870

NAME Andrea Morrison

ADDRESS 8047 Anchast Sebring, FL 33872

NAME Kim McPherson

ADDRESS 6309 E Lane Sebring FL 33875

NAME Lillian Miley

ADDRESS 6308 E Lane Sebring FL 33875

NAME Boots Brundage

ADDRESS 205 Quail Ave, Sebring FL 33870

NAME Myron A Brundage

ADDRESS 205 Quail Ave, Sebring FL 33870

THIS A PETITION TO OBJECT THE REZONING OF (3) PARCELS OF LAND FROM AGRICULTURAL TO MULTI-FAMILY DWELLLING (R-3 PD)

HEARING # CPA=23=618SS & P&Z 2128

NAME Frank Jezzalano

ADDRESS 411 Daylilly ST Sebring

NAME Brittany Rode

ADDRESS 2000 Lake Josephine Drive

NAME Larry Pepper

ADDRESS 2627 Imperial Lane, Sebring

NAME Joshua Marcus

ADDRESS 2000 Lake Josephine Drive

NAME Sandra L. Turke,

ADDRESS 3712 Sunrise Dr., Sebring

NAME DIANNA SMITH

ADDRESS 1382 Shadow Ridge Dr. Sebring

NAME Virginia M Anderson

ADDRESS 300 Ballard Rd Alon Park FL

NAME Connie Pope

ADDRESS 4100 Puffer Loop Sebring FL. 33872

NAME Thomas Thompson

ADDRESS 4340 SKIPPER RD SEBRING, FL 33875

NAME Carol Wiseman

ADDRESS 4340 SKIPPER RD SEBRING, FL 33875

NAME Brian W. Phillips

ADDRESS 4305 Grand Concourse Sebring, FL 33875

THIS A PETITION TO OBJECT THE REZONING OF (3) PARCELS OF LAND FROM AGRICULTURAL TO MULTI-FAMILY DWELLLING (R-3 PD)

HEARING # CPA=23=618SS & P&Z 2128

NAME Cory Clarris

ADDRESS 6312 Gunner Ter.

NAME Curtis Sartin

ADDRESS 4579 US 98

NAME Michael McCracken

ADDRESS 6312 Gunner ter.

NAME James Griffin JS

ADDRESS 2120 Schlosser Rd

NAME Francisco Labrera.

ADDRESS 4108 tangier st

NAME Tom Davies

ADDRESS 6013 Apple Rd

NAME Franklin D. Maryland Jr 1015 lakeview DRDR

ADDRESS 1015 Lakeview Dr.

NAME Jeff Wright

ADDRESS 3113 PEACHTREE DR.

NAME Marcia Martin

ADDRESS 1216 Advantage Ave. Sebring 33872

NAME Tom Athus

ADDRESS 2010 PASCO DR SEBRING 33870

NAME James J. Cosgrave III

ADDRESS 907 Dozier Ave Sebring FL 33875

THIS A PETITION TO OBJECT THE REZONING OF (3) PARCELS OF LAND FROM AGRICULTURAL TO MULTI-FAMILY DWELLLING (R-3 PD)

HEARING # CPA=23=618SS & P&Z 2128

NAME Emilie J. Foerg

ADDRESS 2119 Hardenview Rd, Sebring FL

NAME JOHN MCNABB

ADDRESS 3001 SANFRANCISCO LN, SEBRING

NAME Scott Hadley

ADDRESS 116 Dartmoor Ave. L.P. 33852

NAME Roberta Creech

ADDRESS 4806 Cooper a Sebring FL 33872

NAME Rosemarie Jaynes

ADDRESS 1424 Ohio Ave Sebring, FL. 33850

NAME Dottie M. Wray

ADDRESS 1301 Azalea Ter. Sebring FL

NAME David Wack

ADDRESS 2005 Schlosser Rd Sebring

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

THIS A PETITION TO OBJECT THE REZONING OF (3) PARCELS OF LAND FROM AGRICULTURAL TO MULTI-FAMILY DWELLLING (R-3 PD)

HEARING # CPA=23=618SS & P&Z 2128

NAME Barb Mader

ADDRESS 1612 Shenandoah Ct, Sebring 33875

NAME John D. Lloyd

ADDRESS 207 South ~~on~~ cam Phot 100P

NAME Sonia Balderas

ADDRESS 3415 Maryland Sebring 33870

NAME BONNIE HOLMQVIST

ADDRESS

NAME John L. Eckdale

ADDRESS 127 W. Bell St Avon Park, FL. 33825

NAME Tony Huston 317 TULANE

ADDRESS AVON PARK FLA 33825

NAME Marcia L. Ward

ADDRESS 1812 SR 17 So. Avon Park, FL 33826

NAME E Rodney Anderson

ADDRESS 1812 SR 17 So Avon Park, FL 33826

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

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

SUBJECT/TITLE: **Public Hearing to consider approval of Positive Mobility, Inc d/b/a Positive Medical Transport application for a Class1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN)**

STATEMENT OF ISSUE

Positive Mobility, Inc d/b/a Positive Medical Transport submitted a renewal 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 EMS on July 12, 2023. The application was found complete and was publicly noticed on September 22, 2023, pursuant to Section 5-56(b) of the Code of Ordinances, Highlands County, Florida

RECOMMENDED ACTION

Move to approve Positive Mobility, Inc d/b/a Positive Medical Transport 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.pdf
11B_Extension_approval.pdf
COI__P_L.pdf
COPCN Class 1 - Positive Mobility..pdf
COPCN - Class 2 and 3 -Positive Mobility.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
DIVISION OF EMERGENCY MEDICAL SERVICES

APPLICATION
for
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Type of Application: New____ Renewal ✓ Transport____ NonTransport____

Type of Service: (1) Non-emergency medical transportation ✓
(2) Basic Life Support ambulance ✓
(3) Advanced Life Support ambulance ✓
(4) Air Ambulance service____

1. Name of Service Positive Mobility INC. DBA. Positive Medical Transport

Mailing Address 201 Commercial Ct City Sebring

County Highlands State Florida Zip Code 33876

Business Phone Number (863)655-0030 FAX Number (863)655-0062

Type of Ownership (i.e., Private, City, County, Volunteer, Etc.) Private

Experience of Applicant Positive Medical Transport has serviced Highlands County for 17 years in total. We are open 24/7 365 days a year.

2. Manager's Name Brandy Layne - General Manager Matt Lizotte - Operations Manager

3. Provide name(s) of Owner(s) or list all Officers, Directors and Shareholders (if a corporation).

NAME	ADDRESS	POSITION
Marissa Layne	1101 Hotiyee Ave, Sebring, FL 33870	Owner
Robert Layne	201 Commercial Ct, Sebring, FL 33876	President

4. List the address and/or describe the location of your base station and all substations (attach separate sheet if needed). List hours of operation and staffing for each location.

Main base - 201 Commercial Ct, Sebring, FL 33876 - HR's 24/7 365 days - BLS & ALS
Polk base - 4030 Kidron Rd, Lakeland, FL 33811 - HR's 24/7 365 days - BLS
Desoto base - 210 W Gibson St, Arcadia, FL 34266 - HR's 24/7 365 days - ALS

5. Describe the geographic area to be served by your service. Attach map showing area described, if necessary.
All of Highlands County to include Sebring, Avon Park, Lake Placid, Venus & Lorida.

6. Radio Frequencies N/A PMT uses cell phones and tablets.

Radio Call Number(s) N/A

7. Please list all hospitals or facilities with which you have direct radio communications (attach a separate sheet if needed).

FROM VEHICLE — FROM YOUR BASE STATION

Desoto County leant 1 radio to the crew on duty to run back up for Desoto County.
The crew has direct communication with Desoto Fire Rescue and Desoto Memorial ER.

8. Does your communications system provide biotelemetry capability between your personnel and supervising physician(s)? Yes____ No ✓

9. Attach the following:

ATTACHMENT #1 Description of the staffing patterns to assure compliance with staffing requirements set forth in 64E, Florida Administrative Code. Submit a personnel roster of EMTs and Paramedics.
ATTACHMENT #2 Vehicle Roster
ATTACHMENT #3 Vehicle Permit Applications
ATTACHMENT #4 Insurance Verification (by copy of policy) - limits of coverage must be shown on policy. Must be current.
ATTACHMENT #5 A statement of facts showing the demand or need for the proposed service.
ATTACHMENT #6 A proposed schedule of rates, fares and charges, if any.
ATTACHMENT #7 Copies of all certificates and/or licenses held by all personnel.
ATTACHMENT #8 Copy of contract with medical director.
ATTACHMENT #9 Agreement to comply with all state and county laws, ordinances, and regulations.
ATTACHMENT #10 Evidence that the applicant is financially able to provide the service(s) described in the application.

AIR AMBULANCE APPLICANTS MUST ALSO ATTACH THE FOLLOWING: (1) Copy of aircraft liability coverage; (2) copy of medical liability coverage for each air medical crew member; (3) copy of each pilot's commercial license and current medical certificate. **IF YOU ARE NOT CURRENTLY LICENSED IN THIS STATE, A LICENSE MUST BE ISSUED BEFORE YOU MAY OPERATE IN THIS STATE.**

I, the undersigned representative of the above service, do hereby attest my service meets all of the requirements for operation of an ambulance service in the State as provided by Chapter 401, Part III, Florida Statutes, and 64E, Florida Administrative Code. I further acknowledge any discrepancies discovered by inspection will subject this service and its authorized representatives to corrective action. To the best of my knowledge, all statements on this application are true and correct.

Brandy Layne
Signature

General Manager Brandy Layne
Position

Notary Public State of Florida
Kim Bagford
My Commission
HH 173719
Exp. 9/10/2025

Notary Seal

Notary Signature Kim Bagford Date 7/12/23

Rev. 08/2009

ATTACHMENT # 1

Positive Medical Transport

Advanced & Basic Life Support Ambulance Transport

July 7, 2023

Public safety director Laney Stearns, BS, CFO MILFireE
4506 Kenilworth Blvd
Sebring, Florida 33870

Dear Mr. Stearns,

Regarding Positive Medical Transports (PMT) staffing patterns for our COPCN renewal. PMT staffs (4) BLS ambulances during peak hours with minimum staffing of (1) EVOC Driver / First Responder and (1) EMT-B each. We additionally staff (2) ALS ambulances 24/7 with a minimum staffing of (1) EMT-Basic and (1) Paramedic.

Sincerely,

Brandy Layne

Brandy Layne 85@gmail.com
General Manager
(937) 533-7454 cell

	POSITIVE MEDICAL TRANSPORT EMT/MEDIC BLS/ALS ROSTER					
	LAST NAME	FIRST	MIDDLE INITIAL	CERTIFICATION TYPE	CERTIFICATION No.	EXPIRATION DATE
1	BEMBRY	JULIAN	K	EMT	EMT 563635	12/2024
2	CANERO	MARC	A	PARAMEDIC	PMD 540880	12/2024
3	DAVIES	CHRISTOPHER	L	PARAMEDIC	PMD 540776	12/2024
4	DAY	DONOVAN	R	EMT	EMT 578313	12/2024
5	DUENAS	JOSE	G	EMT	EMT 566358	12/2024
6	DUNN	ROMEO	W	EMT	EMT 553267	12/2024
7	GROSS	JARED	S	PARAMEDIC	PMD 535922	12/2024
8	HARRISON	CHELSEE	E	EMT	EMT 570268	12/2024
9	LAYNE	ROBERT	G	PARAMEDIC	PMD 517648	12/2024
10	LIZOTTE	MATTHEW	J	PARAMEDIC	PMD 537097	12/2024
11	LOPEZ CLEMENTE	JULIO	A	PARAMEDIC	PMD 533137	12/2024
12	MADDOX	ASHLEY	A	EMT	EMT 582283	12/2024
13	MAILLY	PAUL	S	PARAMEDIC	PMD 517873	12/2024
14	MANGUM	DEJUNG	-	EMT	EMT 566051	12/2024
15	MILLICAN	VICTORIA	R	EMT	EMT 579860	12/2024
16	MORAN	THOMAS	J	PARAMEDIC	PMD 1613	12/2024
17	(NAPIER) LAYNE	BRANDY	L	EMT	EMT 527941	12/2024
18	PEREZ CARUZ	ALEJANDRO	G	PARAMEDIC	PMD 539456	12/2024
18	RILEY	CAITLIN	C	EMT	EMT 575194	12/2024
19	RUSSELL	HEATHER	E	EMT	EMT 570321	12/2024
20	SIMMONS	MATTHEW	W	PARAMEDIC	PMD 524136	12/2024
21	SWEATT	CODY	A	EMT	EMT 578388	12/2024
22	TORRES	AMANDA	C	EMT	EMT 576840	12/2024
23	WEAVER	KRYSTAL	M	EMT	EMT 574135	12/2024

ATTACHMENT # [redacted] 1

VEHICLE ROSTER

Name of Service: POSITIVE MOBILITY INC DBA POSITIVE MEDICAL TRANSPORT **Date: 07/07/2023**

UNIT #	YEAR	MAKE	MODEL	MILEAGE	VIN	ALS	BLS	STATE #
M-1	2014	FORD	E350	296,042	1FDSS3ELXEDB14798		X	005426
M-2	2020	FORD	TRANSIT	111,371	1FDBR1CG7LKB66890	X		0023607
M-2	2020	FORD	TRANSIT	111,371	1FDBR1CG7LKB66890		X	006339
M-3	2007	CHEVY	3500	211,500	1GBHG396871229462		X	004182
M-4	2020	FORD	TRANSIT	112,408	1FDBR1CGXLKN79004	X		23608
M-4	2020	FORD	TRANSIT	112,408	1FDBR1CGXLKN79004		X	6873
M-5	2022	FORD	TRANSIT	18,975	1FDBR1CG1NKA76203	X		0024850
M-5	2022	FORD	TRANSIT	18,975	1FDBR1CG1NKA76203		X	6892
M-6	2018	FORD	TRANSIT	326,673	1FDYR2CM4JKA48329	X		0024031
M-7	2022	FORD	TRANSIT	20,255	1FDBR1CG7NKA76237	X		0024851
M-7	2022	FORD	TRANSIT	20,255	1FDBR1CG7NKA76237		X	006893
M-8	2017	FORD	E350	253,388	1FDWE3FS5HDC61159	X		022192
M-11	2014	FORD	E350	326,998	1FDSS3EL8EDB14816		X	004952
M-19	2017	DODGE	3500	195,050	3C7WRSBJ5HG770772	X		020878
M-19	2017	DODGE	3500	195,050	3C7WRSBJ5HG770772		X	006091
M-22	2013	DODGE	3500	370,275	3C7WRSBL7DG545328	X		018196
M-23	2014	FORD	E350	262,397	1FDSS3EL9EDB14789		X	005783
M-26	2006	FORD	F350	135,838	1FDWF37P86EA42680		X	005604
M-27	2018	FORD	TRANSIT	274,523	1FDYR2CM2JKA48331	X		0024030

ATTACHMENT # 2

ATTACHMENT # 2

ATTACHMENT #4

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Florida Inc. - Heacock
32313 Broadway St., Suite 200
Sebring FL 33870

CONTACT NAME: Courtney Stuart
PHONE (A/C, No, Ext): 863-385-5171 FAX (A/C, No): 863-385-4130
E-MAIL ADDRESS: cstuart@heacock.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Michigan Construction Industry	
INSURER B : National Interstate Insurance	32620
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Positive Mobility, Inc
DBA Positive Medical Transport
201 Commercial Court
Sebring FL 33876

POSIMOB-01

COVERAGES **CERTIFICATE NUMBER:** 159520002 **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	Y		LPK455001804	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			ACA455001804	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
	UMBRELLA LIAB						EACH OCCURRENCE	$
	EXCESS LIAB						AGGREGATE	$
	DED RETENTION							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				/2023	1/1/2024	X PER STATUTE X OTH-ER	
	ANYPROPRIETOR/PARTNER/EX OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability				2023	4/1/2024	Per Occurrence	1,000,000
B	Sexual/Physical Abuse Liability				2023	4/1/2024	Aggregate	3,000,000
							Each Occur/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCA
Certificate holder is included as

d if more space is required)
red by written contract or agreement.

INCORRECT INSURANCE INFO

CERTIFICATE HOLDER

Highlands County Emergency Management
6850 W George Blvd.
Sebring FL 33876

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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ATTACHMENT #5

Positive Medical Transport

Advanced & Basic Life Support Ambulance Transport

July 7, 2023

Public safety director Laney Stearns, BS, CFO MILFireE
4506 Kenilworth Blvd
Sebring, Florida 33870

Dear Mr. Stearns,

Regarding a statement of facts for our COPCN renewal. Positive Medical Transport was the first company in Highlands County to be properly licensed and insured to do medical transportation. We have been transporting patients into and out of area hospitals for over 17 years.

Sincerely,

Brandy Layne

Brandy Layne
General Manager
(937) 533-7454 cell

201 Commercial Ct, Sebring, FL 33876
Phone – 863-655-0030 Dispatch Opt-1 Billing and Admin Opt-2
Fax – 863-655-0062
Web site – WWW.pmtinc.us

Attachment # 5

ATTACHMENT # 6

Positive Medical Transport

Advanced & Basic Life Support Ambulance Transport

2023 Fee schedule

(N) - NON-EMERGENT (LOS) – LEVEL OF SERVICE
(LATE CANCELATION) – CREW ARRIVES ON SCENE AND IS CANCLED

LOS rate plus actual mileage

BLS (N)	**$550.00**
ALS (N)	**$650.00**
ALS 2	**$850.00**
SCT	**$950.00**
MILEAGE	**$12.50**
WAIT TIME	**$100.00***HR 1ST HR FREE*
EXTRA CREW MEMBER	**$50/***PER CREW MEMBER*

NON-MEDICAL RATES

LOS rate plus actual mileage

NON-MEDICAL STRETCHER	**$100.00**
BARIATRIC STRETCHER	**$250.00** *(INCLUDES 4 CREW MEMBERS)*
EXTRA CREW MEMBER	**$50.00/***PER CREW MEMBER*
MILEAGE	**$3.50**
LATE CANCELATION	**LOS LOAD FEE**
WAIT TIME	**$50.00/***HR 1ST HR FREE*

All mileage rates are figured on actual odometer readings from the crews report within range of MapQuest. Prior price agreements are subject to change due to road work and detours. Ambulance rates will be updated to the new Medicare rate on the 1st of every year. All clients transported with no attendant that meets medical necessity will be billed at no lower than current Medicare rates.

201 Commercial Ct, Sebring, FL 33876
Phone – 863-655-0030 Dispatch Opt-1 Billing and Admin Opt-2
Fax – 863-655-0062
Web site – WWW.pmtinc.us

Attachment # 6

11B

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 17, 2023

PRESENTER: **J. Kelly Duppenthaler, interim Chief**

SUBJECT/TITLE: **Request approval of a Resolution 23-24-08 for the extension of the Certificate of Public Convenience and Necessity for Positive Mobility, Inc., a Florida corporation d/b/a Positive Medical Transport (hereinafter referred to "Positive Mobility") from September 21, 2023, to November 7, 2023**

STATEMENT OF ISSUE

The current Certificate of Public Convenience and Necessity (COPCN) for Class 1 Non-emergency medical transportation, Class 2 Basic Life Support ambulance (BLS) and Class 3 Advanced Life Support ambulance (ALS) for Positive Mobility, Inc., a Florida corporation d/b/a Positive Medical Transport (hereinafter referred to "Positive Mobility") expired on September 21, 2023. Positive Mobility submitted its renewal application for COPCN for Class 1 Non-emergency medical transportation, Class 2 Basic Life Support ambulance (BLS) and Class 3 Advanced Life Support ambulance (ALS) on July 27, 2023. Due to the inaccuracy of the initial application that was submitted and due to the time requirements in Chapter 5 of the Code of Ordinances, Highlands County, Florida, the COPCN cannot be renewed prior to its expiration date. Positive Mobility has one or more contracts to provide ambulance service to facilities in Highlands County, Florida, and service interruptions to Positive Mobility's customers are not in the best interests of those customers or the public.

RECOMMENDED ACTION

Move to approve Resolution 23-24-08 for the extension of the Certificate of Public Convenience and Necessity for Positive Mobility, Inc., a Florida corporation d/b/a Positive Medical Transport (hereinafter referred to "Positive Mobility") from September 21, 2023, to November 7, 2023

FISCAL IMPACT

There is no fiscal impact.

Attachments: Res. 23-24-08.Positive Mobility COPCN Ext.sgs.pdf

See RES Book 35 Page 11

RESOLUTION NO. 23-24-08

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE EXTENSION OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR POSITIVE MOBILITY, INC., D/B/A POSITIVE MEDICAL TRANSPORT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY RENEWAL; 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, Positive Mobility, Inc., a Florida corporation d/b/a Positive Medical Transport (hereinafter referred to "Positive Mobility") holds a Certificate of Public Convenience and Necessity (COPCN) for Class 1 Non-emergency medical transportation, Class 2 Basic Life Support ambulance (BLS) and Class 3 Advanced Life Support ambulance (ALS); and

WHEREAS, Positive Mobility timely submitted the renewal application for its COPCN on July 27, 2023; however, additional information was needed by the County; and

WHEREAS, the Positive Mobility COPCN expired as of September 21, 2023, while the application for renewal was being processed; and

WHEREAS, Positive Mobility has one or more contracts to provide ambulance service to facilities in Highlands County, Florida; and

WHEREAS, service interruptions to Positive Mobility's customers are not in the best interests of those customers or the public.

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. **Certificate of Public Convenience and Necessity Renewal.** Highlands County hereby approves the extention of the Certificate of Public

Convenience and Necessity for Positive Mobility, Inc., a Florida corporation d/b/a Positive Medical Transport retroactively back to September 21, 2023, and ending on November 7, 2023.

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 COPCN renewal for Positive Mobility 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 17th day of October, 2023.

Signatures on following page

BOARD OF COUNTY COMMISSIONERS SEAL

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Sally B. Wood for
_____
Jerome Kaszubowski, Clerk of Court

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida Inc. - Heacock 32313 Broadway St., Suite 200 Sebring FL 33870	**CONTACT NAME:** Courtney Stuart **PHONE (A/C, No, Ext):** 863-385-5171 **FAX (A/C, No):** 863-385-4130 **E-MAIL ADDRESS:** cstuart@heacock.com
INSURED POSIMOB-01 Positive Mobility, Inc DBA Positive Medical Transport 201 Commercial Court Sebring FL 33876	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Michigan Construction Industry **INSURER B :** National Interstate Insurance 32620 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 10858047 **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: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		LPK455001804	4/1/2023	4/1/2024	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 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		ACA455001804	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC100-0016375-2023A	1/1/2023	1/1/2024	X PER STATUTE X 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 B	Professional Liability Sexual/Physical Abuse Liability			LPL455001804 LPK455001804	4/1/2023 4/1/2023	4/1/2024 4/1/2024	Per Occurrence Aggregate Each Occur/Aggregate	1,000,000 3,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Highlands County BOCC is included as additional insured with regards to the General Liability and Auto Liability policies as required by written contract.

CERTIFICATE HOLDER

Highlands County BOCC
600 South Commerce Drive
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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Positive Medical Transport
Profit & Loss
July 1, 2022 through August 1, 2023

	Jul 1, '22 - Aug 1, 23	
Ordinary Income/Expense		
Income		
4410 · Staff Leasing Reimbursement		78,987.79
4025 · Sales		2,933,127.33
4200 · Discounts Given		0.30
4225 · Refunds to Customers/Insurance		-783.27
Total Income		3,011,332.15
Cost of Goods Sold		
5000 · Cost of Goods Sold		
5100 · DIRECT WAGES		
5140 · Paramedics	447,568.15	
5130 · EMT	473,037.35	
5110 · BLS Drivers	227,906.39	
Total 5100 · DIRECT WAGES		1,148,511.89
5200 · TRUCK RELATED EXPENSES		
5220 · Tolls	2,215.28	
5210 · Gas & Fuel	160,229.82	
Total 5200 · TRUCK RELATED EXPENSES		162,445.10
5300 · DIRECT MATERIALS		
5330 · Bio-Waste Expenses	851.68	
5320 · Oxygen	41,029.53	
5310 · Medical	37,406.49	
Total 5300 · DIRECT MATERIALS		79,287.70
Total 5000 · Cost of Goods Sold		1,390,244.69
Total COGS		1,390,244.69
Gross Profit		1,621,087.46
Expense		
6000 · MARKETING & SALES EXPENSES		
6060 · Event Sponsorships	75.00	
6050 · Web Advertising	289.00	
6030 · Print Advertising	6.07	
Total 6000 · MARKETING & SALES EXPENSES		370.07
8100 · EQUIPMENT EXPENSES		
8110 · Equipment Maintenance & Repair	25,758.82	
8130 · Equipment Rental & Lease	3,736.25	
Total 8100 · EQUIPMENT EXPENSES		29,495.07
8000 · TRAINING & SAFETY DEPARTMENT		
8095 · Post-Employment Expenses	582.00	
8090 · College Tuition	281.85	
8010 · Uniforms & Safety	1,408.56	
8020 · Medical Director Expenses	15,000.00	
8030 · Pre-Employment Expenses	7,574.80	
8060 · Training - Wages	20,561.84	
8080 · Continuing Education	8,770.40	
Total 8000 · TRAINING & SAFETY DEPARTMENT		54,179.45

Positive Medical Transport
Profit & Loss
July 1, 2022 through August 1, 2023

	Jul 1, '22 - Aug 1, 23
8300 · OFFICE EXPENSES	
8350 · Cell Phones & Tablets	5,735.80
8370 · Dues & Subscriptions	20,148.63
8310 · Janitorial Supplies	2,631.66
8330 · Office Equipment Expense	54.87
8380 · Office Related Services	3,590.51
8360 · Office Supplies	12,234.64
8320 · Postage & Shipping	3,083.23
8340 · Software Expenses	3,380.51
8900 · MISCELLANEOUS EXPENSES	
8930 · Reconciliation Discrepancies	-0.73
Total 8900 · MISCELLANEOUS EXPENSES	-0.73
Total 8300 · OFFICE EXPENSES	50,859.12
8200 · VEHICLE EXPENSES	
8220 · Fuel - Management	13,343.69
8250 · Tire Expenses	15,474.03
8240 · Outside Contractors	138,517.43
8230 · General Supplies	509.61
8210 · Vehicle Parts	7,315.99
Total 8200 · VEHICLE EXPENSES	175,160.75
7700 · FINANCE EXPENSES	
7750 · Collection Fees	275.53
7720 · Bank & Cr Card Merchant Fees	6,638.21
7730 · Clearing House Expenses	2,122.43
7740 · Bank Fees	4,834.83
9400 · Interest Expense	7,384.20
7700 · FINANCE EXPENSES - Other	2,367.64
Total 7700 · FINANCE EXPENSES	23,622.84
7900 · INSURANCE EXPENSE	
7910 · Workman's Comp	84,434.00
7920 · Insurance (other than health)	287,424.15
Total 7900 · INSURANCE EXPENSE	371,858.15
8800 · UTILITIES	
8820 · Telephone & Internet	25,594.39
8830 · Electric	9,695.72
8800 · UTILITIES - Other	671.52
Total 8800 · UTILITIES	35,961.63
7500 · FACILITY EXPENSES	
7510 · Rent & Lease Payments	55,274.48
7520 · Facility Repairs & Maintenance	6,811.57
7530 · Pest Control	1,026.37
7540 · Trash Removal	7,115.14
7500 · FACILITY EXPENSES - Other	457.00
Total 7500 · FACILITY EXPENSES	70,684.56
7200 · EMPLOYEE BENEFITS	
7210 · PTO	34,470.36
7230 · Dental & Vision Insurance	13,274.08
7240 · Health Insurance Expense	56,390.42
7250 · Meals - 100% Deduction	256.35
7260 · Employee benefit programs	850.00
7270 · Pension Plan Expense	24,631.96
Total 7200 · EMPLOYEE BENEFITS	129,873.17
General Services	50,000.00
8500 · Legal and Professional Fees	17,453.70

Positive Medical Transport
Profit & Loss
July 1, 2022 through August 1, 2023

	Jul 1, '22 - Aug 1, 23
Office Supplies - old account	25,000.00
Rent of other business property	20,000.00
7100 · PAYROLL	
7160 · Operations - Wages	313,051.86
7110 · Payroll Taxes	151,660.21
7120 · Fleet/Mechanic - Wages	89,104.79
7130 · Payroll Expenses	1,466.68
7140 · Officer Compensation	146,787.10
7150 · Admin & Office - Wages	205,558.76
7280 · Employee Bonuses	825.00
Total 7100 · PAYROLL	908,454.40
6820 · TAXES	
6825 · Property & Local Taxes	31.50
6822 · Licenses & Permits	7,467.42
Total 6820 · TAXES	7,498.92
8700 · TRAVEL & TRANSPORTATION	
8730 · Lodging	1,825.98
8700 · TRAVEL & TRANSPORTATION - Other	2,734.15
Total 8700 · TRAVEL & TRANSPORTATION	4,560.13
Total Expense	1,975,031.96
Net Ordinary Income	-353,944.50
Other Income/Expense	
Other Income	
9200 · Refunds & Discounts Received	15,178.09
Total Other Income	15,178.09
Other Expense	
9850 · Meals Business & Travel	1,075.80
9300 · Penalties and Nondeductible Exp	-77.00
9700 · Charitable Contributions	165.62
Total Other Expense	1,164.42
Net Other Income	14,013.67
Net Income	**-339,930.83**

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

NONEMERGENCY MEDICAL TRANSPORTATION LICENSURE

WHEREAS, *Positive Mobility, Inc., a Florida corporation d/b/a Positive Medical Transport* has applied for Class 1 Nonemergency Medical Transportation licensure in 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, *Positive Mobility, Inc.,* has met all the requirements of Sections 5-52 thru 5-62 of the Code of Ordinances, Highlands County, Florida; and

WHEREAS, *Positive Mobility, Inc.*, 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, do hereby issue a license to Positive Mobility, Inc., a Florida corporation d/b/a Positive Medical Transportation for Class 1 Nonemergency Medical Transport for a period of two years. This license will become effective September 21, 2023, and will expire September 21, 2025, unless revoked by the Board of County Commissioners.

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

_____
Chris Campbell Chairman, Board of County Commissioners

Date: September 21, 2023

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, *Positive Mobility, Inc., a Florida corporation d/b/a Positive Medical Transport* applied for a Class 2 Basic Life Support Ambulance and Class 3 Advanced Life Support Ambulance certificate of public convenience and necessity to provide Basic and Advanced Life Support interfacility transfers and, at the County's request, transport patients to a medical facility; and

WHEREAS, *Positive Mobility, Inc.,* has met all the requirements of Sections 5-52 thru 5-59 of the Code of Ordinances, Highlands County, Florida; and

WHEREAS, *Positive Mobility, Inc.*, 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 *Positive Mobility, Inc., a Florida corporation d/b/a Positive Medical Transport*, 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) *Positive Mobility, Inc.,* 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, *Positive Mobility, Inc*., 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 *Positive Mobility, Inc.,* specifically including, but not limited to, all claims and losses arising out of, resulting from or related to employment, by *Positive Mobility, Inc.,* of off-duty full-time or part-time employees of the County.

(3) *Positive Mobility, Inc.*, 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) *Positive Mobility, Inc.,* is authorized to provide only Basic and 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) *Positive Mobility, Inc.,* 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 September 21, 2023, and will expire September 21, 2025, unless earlier revoked by the board of County Commissioners.

Attest: _____

Jerome Kaszubowski, Clerk of Courts, Highlands County Florida **Date: September 21, 2023**

_____

Chris Campbell Chairman, Board of County Commissioners

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

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

SUBJECT/TITLE: **Request approval of a renewal quotation for the purposes of executing a purchase order with Environmental Systems Research Institute Inc. (ESRI) for Geographic Information Systems (GIS) Software for FY 23-24.**

STATEMENT OF ISSUE

Geographic Information Systems (GIS) technology has rapidly become a strategic and core business enabler for local government while serving as an invaluable analytical and communications tool deployed by the County. Mapping products are becoming increasingly more integrated in the provision of public services. Environmental Systems Research Institute, Inc. (ESRI) is the vendor of the GIS software that the County has been using for many years. Over time, the County's use of the ESRI suite of products has grown. Highlands County has purchased new software licenses as needed and paid maintenance on those licenses annually.

Over the last three years Highlands County has had an agreement with Environmental Systems Research Institute, Inc. (ESRI) for a Small Municipal and County Government Enterprise License Agreement (ELA). The ELA is a three-year agreement that grants the County access to ESRI term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. County staff is requesting renewal and approval of the ELA Agreement with ESRI.

Under the proposed agreement, the County will acquire only ESRI software products, maintenance and support services that are unique and proprietary to the vendor and not available from an alternate source.

The total cost of the three-year agreement is $175,500.00 to be paid in three equal annual payments of $58,500.00. The agreement provided from ESRI includes unlimited technical support and four complimentary annual conference registrations at no additional cost.

RECOMMENDED ACTION

Move to approve the Renewal Quotation between Environmental Systems Research Institute, Inc. (ESRI) and the Board of County Commissioners for Geographic Systems (GIS) Software for FY 23-24.

FISCAL IMPACT

The estimated total fiscal impact is $175,500.00, consisting of three equal payments of $58,500.00. The funding for the ELA will come from current budgets within various Departments that utilize ESRI GIS software.

Attachments: Esri SGEA Renewal 2023 Highlands County.pdf

August 4, 2023

Carley Fitzgerald
County of Highlands
600 S Commerce Ave
Sebring, FL 33870-3809

Dear Carley,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Ben McCrary
Account Manager

Quotation # Q-488573

Date: August 3, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 192729 **Contract #**

County of Highlands
Board of County Commissioners
600 S Commerce Ave
Sebring, FL 33870-3809

ATTENTION: Carley Fitzgerald
PHONE: 8634026713
EMAIL: cfitzgerald@hcbcc.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 8/3/2023 To: 11/1/2023

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	$58,500.00	$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	$58,500.00	$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	$58,500.00	$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$175,500.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$175,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Ben McCrary	bmccrary@esri.com	704-541-9810 x1666

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Location Sharing for ArcGIS Enterprise
50 ArcGIS Location Sharing for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)
4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER: **Rachel Barry, Zoning Supervisor**

SUBJECT/TITLE: **Consider Statement of Legislative Intent for amendments to the Land Development Regulations regarding requirements for Wireless Communications Facilities.**

STATEMENT OF ISSUE

It has been determined that certain requirements currently listed in the Highlands County Land Development Regulations (LDRs) related to Wireless Communications Facilities (often referred to as, but not limited to, cell towers) conflict with relevant legal authority in Florida, are considered over-burdensome under certain market conditions and need to be updated and/or removed.

(1.) Subsection F. of Section 12.08.135 of the LDRs requires that a cell tower provide co-location opportunities for every 30 feet the tower exceeds 50 feet in height. Co-location is when more than one wireless communication service provider uses a single tower to attach antenna(s) for the purpose of providing wireless communications services. This requirement can be excessive at times, but in other times may be deemed necessary. For example, the maximum height overall allowed for a tower would be 350 feet in certain districts, which would ultimately require 10 additional co-location opportunities, however, a 100-foot-tall tower would only require one (1) additional co-location opportunity. Market conditions for cellular towers may not warrant what the County's regulations require. Staff recommends allowing a variance option for this requirement.

(2.) Subsection I. of Section 12.08.135 of the LDRs requires a minimum setback of 200 feet or 300 percent of the tower height, whichever is greater, from any residential uses, zoning districts, or land use designations, as well as any conservation lands. The original purpose behind such a large setback was to guard against damages due to collapse of a tower. To be exempt from this setback requirement, all property within the required setback must be owned by the same person or entity owning the property upon which the tower will be located OR all owners of property within that minimum required setback must agree in writing to the construction of the tower(s). The later of the exemption requirements is inconsistent with controlling law in Florida and would essentially render the proposed tower impossible to construct outside of the setback even where the collapsing features of the tower are such that such a large setback would no longer be necessary. Staff recommends replacing the consent requirement with a notification requirement of the public hearing for a variance request which would include all owners of property within the same setback area, of the proposed tower.

(3.) The purpose of this Statement of Legislative Intent is to receive direction from the Board on whether to update the previously mentioned requirements, or any other direction the Board deems appropriate.

RECOMMENDED ACTION

Direct staff on how to proceed.

FISCAL IMPACT

There is no fiscal impact.

Attachments: SLI - LDR updates for WCF requirements

HIGHLANDS COUNTY BCC AGENDA ITEM MEMO
STATEMENT OF LEGISLATIVE INTENT REGARDING PROPOSED REVISIONS TO THE LAND DEVELOPMENT REGULATIONS

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER: Rachel Barry, Zoning Supervisor

ITEM TITLE: Consider Statement of Legislative Intent for amendments to the Land Development Regulations regarding requirements for Wireless Communications Facilities.

STATEMENT OF ISSUE

It has been determined that certain requirements currently listed in the Highlands County Land Development Regulations (LDRs) related to Wireless Communications Facilities (often referred to as, but not limited to, cell towers) conflict with relevant legal authority in Florida, are considered over-burdensome under certain market conditions and need to be updated and/or removed.

1. Subsection F. of Section 12.08.135 of the LDRs requires that a cell tower provide co-location opportunities for every 30 feet the tower exceeds 50 feet in height. Co-location is when more than one wireless communication service provider uses a single tower to attach antenna(s) for the purpose of providing wireless communications services. This requirement can be excessive at times, but in other times may be deemed necessary. For example, the maximum height overall allowed for a tower would be 350 feet in certain districts, which would ultimately require 10 additional co-location opportunities, however, a 100-foot-tall tower would only require one (1) additional co-location opportunity. Market conditions for cellular towers may not warrant what the County's regulations require. Staff recommends allowing a variance option for this requirement.
2. Subsection I. of Section 12.08.135 of the LDRs requires a minimum setback of 200 feet or 300 percent of the tower height, whichever is greater, from any residential uses, zoning districts, or land use designations, as well as any conservation lands. The original purpose behind such a large setback was to guard against damages due to collapse of a tower. To be exempt from this setback requirement, all property within the required setback must be owned by the same person or entity owning the property upon which the tower will be located OR all owners of property within that minimum required setback must agree in writing to the construction of the tower(s). The later of the exemption requirements is inconsistent with controlling law in Florida and would essentially render the proposed tower impossible to construct outside of the setback even where the collapsing features of the tower are such that such a large setback would no longer be necessary. Staff recommends replacing the consent requirement with a notification requirement of the public hearing for a variance request which would include all owners of property within the same setback area, of the proposed tower.
3. The purpose of this Statement of Legislative Intent is to receive direction from the Board on whether to update the previously mentioned requirements, or any other direction the Board deems appropriate.

SUGGESTED ACTION
Direct staff on how to proceed.

FISCAL IMPACT
No fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER: **Rachel Barry, Zoning Supervisor**

SUBJECT/TITLE: **Request authorization for the Development Services Department to accept and begin processing two (2) Special Exception applications, related to the construction of a Wireless Communication Tower, for matters which are the subject of upcoming revisions to the Highlands County Land Development Regulations in order to correct provisions which are inconsistent with controlling law in Florida.**

STATEMENT OF ISSUE

A Statement of Legislative Intent was considered prior to this item, seeking direction from the Board on whether to move forward with proposed amendments to Section 12.08.135 (Wireless Communications Facilities) of the Highlands County Land Development Regulations (LDRs). The proposed revisions include certain requirements related to setbacks, which are inconsistent with controlling law in Florida, and certain requirements for co-location which may be impractical under the market conditions. There are currently two (2) proposed Special Exception applications for a Wireless Communications Facility which Staff has not been able to accept as complete due to the previously mentioned requirements. The first application, the applicant being Ignite Wireless, proposes to construct a new cellular tower on the property located at 1700 US 98, Lorida (Parcel C-08-35-31-A00-0110-0000). The second application, the applicant being the City of Sebring, proposes to construct a wireless utility meter reader on the property located at 3015 Haw Branch Rd, Sebring (Parcel C-09-35-28-010-0030-0000).

The purpose of this request is to obtain authorization from the Board to accept the two (2) pending applications, as consistent with the proposed amendments, prior to the formally adopted changes to the LDRs related to Wireless Communication Facilities.

RECOMMENDED ACTION

Authorize the Development Services Department to proceed with accepting the two (2) pending Special Exception applications consistent with the proposed amendments to the LDRs related to Wireless Communication Facilities, for the properties located at 1700 US 98, Lorida, and 3015 Haw Branch Rd, Sebring.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Action Item - Pending tower submittals

HIGHLANDS COUNTY BCC AGENDA ITEM MEMO
ACTION ITEM REGARDING TWO (2) PENDING WIRELESS COMMUNICATION FACILITIES (CELL TOWER) SUBMITTALS

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER: Rachel Barry, Zoning Supervisor

ITEM TITLE: Request authorization for the Development Services Department to accept and begin processing two (2) Special Exception applications, related to the construction of a Wireless Communication Tower, for matters which are the subject of upcoming revisions to the Highlands County Land Development Regulations in order to correct provisions which are inconsistent with controlling law in Florida.

STATEMENT OF ISSUE

A Statement of Legislative Intent was considered prior to this item seeking direction from the Board on whether to move forward with proposed amendments to Section 12.08.135 (Wireless Communications Facilities) of the Highlands County Land Development Regulations (LDRs). The proposed revisions include certain requirements related to setbacks which are inconsistent with controlling law in Florida and certain requirements for co-location which may be impractical under the market conditions. There are currently two (2) proposed Special Exception applications for a Wireless Communications Facility which Staff has not been able to accept as complete due to the previously mentioned requirements. The first application, the applicant being Ignite Wireless, proposes to construct a new cellular tower on the property located at 1700 US 98, Lorida (Parcel C-08-35-31-A00-0110-0000). The second application, the applicant being the City of Sebring, proposes to construct a wireless utility meter reader on the property located at 3015 Haw Branch Rd, Sebring (Parcel C-09-35-28-010-0030-0000).

The purpose of this request is to obtain authorization from the Board to accept the two (2) pending applications, as consistent with the proposed amendments, prior to the formal adopted changes to the LDRs related to Wireless Communication Facilities.

SUGGESTED ACTION

Authorize the Development Services Department to proceed with accepting the two (2) pending Special Exception applications consistent with the proposed amendments to the LDRs related to Wireless Communication Facilities.

FISCAL IMPACT

No fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Consider Statement of Legislative Intent for amendments to the Transportation Map Series of the Highlands County 2030 Comprehensive Plan.**

STATEMENT OF ISSUE

Revisions to the County's Comprehensive Plan may only occur through the adoption of an ordinance. Objectives 2, 3, and 8 of the Transportation Element of the Highlands County 2030 Comprehensive Plan outline the adopted policies for coordinated transportation planning and roadway management. It has been determined by the Engineering Department and the Planning Division of the Development Services Department that classifications and realignment priorities for certain roadways in the County's transportation network should be updated in order to maintain adequate operational standards for existing and projected rates of demand. Review of the supporting data of the County's transportation network will mean that the County's Transportation Map Series within the 2030 Comprehensive Plan, which designates arterial and collector roads, will need to be updated to account for the revisions made to reflect existing and projected traffic conditions.
The purpose of this Statement of Legislative Intent is to receive direction from the Board of County Commissioners on whether proceeding with this review, which will implicate revisions to the Transportation Map Series, is appropriate, or to receive any other direction the Board may deem appropriate at this time.

RECOMMENDED ACTION

Direct staff on how to proceed.

FISCAL IMPACT

There is no fiscal impact.

Attachments: SLI - Transportation Map Series Updates

HIGHLANDS COUNTY BCC AGENDA ITEM MEMO
STATEMENT OF LEGISLATIVE INTENT REGARDING PROPOSED UPDATES TO THE TRANSPORTATION MAP SERIES OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN

DATE OF ACTION REQUEST: November 7, 2023

PRESENTER: Sergio Garcia, Planner II

ITEM TITLE: Consider Statement of Legislative Intent for amendments to the Transportation Map Series of the Highlands County 2030 Comprehensive Plan.

STATEMENT OF ISSUE

Revisions to the County's Comprehensive Plan may only occur through the adoption of an ordinance. Objectives 2, 3, and 8 of the Transportation Element of the Highlands County 2030 Comprehensive Plan outline the adopted policies for coordinated transportation planning and roadway management. It has been determined by the Engineering Department and the Planning Division of the Development Services Department that classifications and realignment priorities for certain roadways in the County's transportation network should be updated in order to maintain adequate operational standards for existing and projected rates of demand. Review of the supporting data of the County's transportation network will mean that the County's Transportation Map Series within the 2030 Comprehensive Plan, which designates arterial and collector roads, will need to be updated to account for the revisions made to reflect existing and projected traffic conditions.

The purpose of this Statement of Legislative Intent is to receive direction from the Board of County Commissioners on whether proceeding with this review, which will implicate revisions to the Transportation Map Series, is appropriate, or to receive any other direction the Board may deem appropriate at this time.

SUGGESTED ACTION

Direct staff on how to proceed.

FISCAL IMPACT

There is no fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

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

SUBJECT/TITLE: **Request approval of five (5) Health Services Grant Agreements for FY 2023-2024 per the recommendation of the Highlands County Hospital District Board.**

STATEMENT OF ISSUE

At a regular meeting of the Hospital District Board, members reviewed grant requests from non-profit 501c3 community agencies and made recommendations for the Health Services Grant funds for FY 23/24. Before the Board, grant agreements between the Highlands County BOCC and five (5) of the Grantees: 1. Champion for Children Foundation of Highlands County, Inc. - $17,000 - Prevention Services; 2. Champion for Children Foundation of Highlands County, Inc. - $5,000 - Cox Living Memorial Fund; 3. Change of Pace, Inc. - $12,000; 4. Ridge Area ARC, Inc. - $46,500; 5. Samaritan's Touch Care Center, Inc. - $91,500.
The remaining three (3) agreements, as noted on the backup documentation, will be presented to the BOCC for approval when received from the agencies.

RECOMMENDED ACTION

Move to approve five (5) Health Services Grant Agreements for the FY 2023-2024 per the recommendation of the Highlands County Hospital District Board.

FISCAL IMPACT

The fiscal impact to Fund 005 (General) and the overall budget for these five (5) community agency grants is $172,000 which is included in the FY 2023-2024 budget in cost center 1155 (Hospital District), account 58200 (Private Organizations).

Attachments: 2023-2024 List of Grant Recommendations.pdf
Champion for Children Foundation - Prevention Services Agreement.pdf
Champion for Children Foundation -Cox Living Mem Agreement.pdf
Change of Pace Agreement.pdf
Ridge Area ARC Agreement.pdf
Samaritan's Touch Care Center Agreement.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
HUMAN SERVICES DIVISION
501 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6626 Fax (863) 402- 6790 www.highlandsfl.gov

November 7, 2023

The Hospital District Board met on Thursday, May 25, 2023 and made the following funding recommendations for the fiscal year 2023 – 2024.

Signed agreements have been received for 2, 3, 4, 7, and 9. The signed Grant Agreements for 1, 5, and 6 have not been received as of this date, so will be presented for acceptance at a future BOCC meeting.

1. Central Florida Health Care, Inc.	10,000
2. Champion for Children Foundation of Highlands County, Inc. - Prevention	17,000
3. Champion for Children Foundation of Highlands County, Inc. – Living Mem	5,000
4. Change of Pace, Inc.	12,000
5. Florida Department of Health – Highlands County	15,000
6. Peace River Center for Personal Development, Inc.	25,000
7. Ridge Area ARC, Inc.	46,500
8. The Ruth E. Handley Children's Advocacy Center - *no grant agreement*	38,000
9. Samaritan's Touch Care Center, Inc.	91,500
Total of Recommendations	**260,000**

HEALTH SERVICES GRANT AGREEMENT
BETWEEN HIGHLANDS COUNTY AND CHAMPION FOR CHILDREN FOUNDATION OF HIGHLANDS COUNTY, INC.

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY"), and CHAMPION FOR CHILDREN FOUNDATION OF HIGHLANDS COUNTY, INC., a Florida not for profit corporation, whose address and Employer Identification Number are P.O Box 7125 Sebring, Florida 33872; FEIN 65-0444941 ("GRANTEE").

.

WITNESSETH

WHEREAS, at the end of each fiscal year, the Highlands County Hospital District determines the amount of funds which remain following satisfaction of its annual obligations and, thereafter, declares such funds to be surplus; and

WHEREAS, Pursuant to the Laws of Florida, Chapter 04-458, Section 36, the Board of Commissioners of the Highlands County Hospital District may transfer such surplus funds to Highlands County to be used exclusively for health services in Highlands County; and

WHEREAS, at the end of each fiscal year the Highlands County Hospital District accepts applications from non-profit organizations seeking to receive grant support, from such surplus funds, to provide health services in Highlands County; and

WHEREAS, in transferring such surplus funds to Highlands County, the Highlands County Hospital District also provides recommendations for the distribution of the surplus funds based on the grant applications it receives; and

WHEREAS, GRANTEE submitted an application to the Highlands County Hospital District to receive grant support for the provision of health services in Highlands County; and from the surplus funds; and

WHEREAS, the COUNTY has determined that the GRANTEE has agreed to provide health services in Highlands County; thus, it desires to provide a monetary grant award to the GRANTEE pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall extend for One year (1) from the date of execution by Highlands County.

SECTION 3. GRANT AWARD FUNDING.

The COUNTY agrees to pay GRANTEE the amount of **Seventeen Thousand Dollars ($17,000)** ("Grant Funds") in exchange for GRANTEE providing the health care services described herein. The COUNTY will release the Grant Funds to GRANTEE as soon after the COUNTY's approval of this Agreement as possible. Upon request of the COUNTY, the GRANTEE shall submit any and all documentation, including sufficient detail, for a proper pre-audit and post-audit of Grant Funds and expenditure thereof to be conducted. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2023. The GRANTEE understands and agrees that this Agreement does not entitle it to any amount from the COUNTY in excess of the Grant Funds as set forth herein.

SECTION 4. PROVISION OF HEALTH CARE SERVICES.

GRANTEE shall utilize the Grant Funds to fund child abuse and neglect prevention programs and early-intervention services to children and families in Highlands County. In the event it is determined, at any time during the Term of this Agreement or the record retention period set forth in the Auditing, Records and Retention Section hereof, that GRANTEE has failed to utilize the Grant Funds to provide healthcare services in Highlands County, GRANTEE shall immediately return the Grant Funds to the COUNTY upon written demand for the same. Failure of the GRANTEE to reimburse said improperly used Grant Funds upon demand by the COUNTY may disqualified GRANTEE from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay such improperly used Grant Funds.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

A. It is understood that the GRANTEE 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 healthcare services required herein.

B. The GRANTEE will ensure that all of its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein when providing services pursuant to this Agreement.

C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

D. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. ERRORS IN DISBURSEMENT.

GRANTEE expressly understands and agrees that it will immediately reimburse the COUNTY for any amounts disbursed in error or are in excess of the Grant Funds. Failure to reimburse any amounts disbursed in error may result in the GRANTEE being disqualified from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay any amounts disbursed in error.

SECTION 7. 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 8. 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 9. RELATIONSHIP OF THE PARTIES.

This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of HIGHLANDS COUNTY for any purpose whatsoever.

SECTION 10. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY or Highlands County, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractors, representatives, volunteers, or the like stemming from the Program or this Agreement. The GRANTEE agrees to indemnify, defend and hold the COUNTY and Highlands County harmless from any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals stemming from the

Program or this Agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any insurance coverage amounts maintained and shall survive termination or natural termination of this Agreement.

SECTION 11. BINDING EFFECT.

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

SECTION 12. ASSIGNMENT.

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

SECTION 13. 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.

SECTION 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 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 15. FORCE MAJEURE.

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than HIGHLANDS COUNTY, or any other cause or event beyond the control of and without the fault of either party.

SECTION 16. NOTICE.

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

County:	Highlands County Attn: Laurie Hurner, County Administrator 600 S. Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32801
GRANTEE:	Liz Prendergast Champion for Children Foundation P.O Box 7125 Sebring, Florida 33872

SECTION 17. 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 18. 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 19. PUBLIC RECORDS.

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

SECTION 20. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the GRANTEE 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 GRANTEE, for a period of five (5) years after expiration of the Agreement or until a full COUNTY audit is completed, whichever comes first. The COUNTY shall retain the right to audit the books during

the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

SECTION 21. ANTI-DISCRIMINATION.

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by Highlands County in connection with any aspect of the Grant Funds or this Agreement.

SECTION 22. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the GRANTEE 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 GRANTEE 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 of its employees as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the GRANTEE stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 Highlands County without regard to any notice otherwise required herein. In the event Highlands County incurs costs as a result of the GRANTEE'S breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from Highlands 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 23. USE OF COUNTY NAME, LOGO AND/OR SEAL

The GRANTEE may only use Highlands County name, logo and/or seal with the express written permission of Highlands County and consistent with any Highlands County policy related to the same; however, GRANTEE understands and agrees that Highlands County may use the GRANTEE's name associated with the Program and/or the funds provided pursuant to the Program.

SECTION 24. 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.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7th day of November, 2023.

HIGHLANDS COUNTY

Chris Campbell, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

GRANTEE

Print: Liz Prendergast
Title: CEO

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Liz Prendergast, as CEO of Champion for Children Foundation of Highlands County, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 16 day of October, 2023.

Notary Public State of Florida
Chantel Parris
My Commission
HH 241200
Exp. 3/15/2026

Chantel Parris
NOTARY PUBLIC

HEALTH SERVICES GRANT AGREEMENT
BETWEEN HIGHLANDS COUNTY AND CHAMPION FOR CHILDREN FOUNDATION OF HIGHLANDS COUNTY, INC.

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY"), and CHAMPION FOR CHILDREN FOUNDATION OF HIGHLANDS COUNTY, INC., a Florida not for profit corporation, whose address and Employer Identification Number are P.O Box 7125 Sebring, Florida 33872; FEIN 65-0444941 ("GRANTEE").

.

WITNESSETH

WHEREAS, at the end of each fiscal year, the Highlands County Hospital District determines the amount of funds which remain following satisfaction of its annual obligations and, thereafter, declares such funds to be surplus; and

WHEREAS, Pursuant to the Laws of Florida, Chapter 04-458, Section 36, the Board of Commissioners of the Highlands County Hospital District may transfer such surplus funds to Highlands County to be used exclusively for health services in Highlands County; and

WHEREAS, at the end of each fiscal year the Highlands County Hospital District accepts applications from non-profit organizations seeking to receive grant support, from such surplus funds, to provide health services in Highlands County; and

WHEREAS, in transferring such surplus funds to Highlands County, the Highlands County Hospital District also provides recommendations for the distribution of the surplus funds based on the grant applications it receives; and

WHEREAS, GRANTEE submitted an application to the Highlands County Hospital District to receive grant support for the provision of health services in Highlands County; and from the surplus funds; and

WHEREAS, the COUNTY has determined that the GRANTEE has agreed to provide health services in Highlands County; thus, it desires to provide a monetary grant award to the GRANTEE pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall extend for One year (1) from the date of execution by Highlands County.

SECTION 3. GRANT AWARD FUNDING.

The COUNTY agrees to pay GRANTEE the amount of **Five Thousand Dollars ($5,000)** ("Grant Funds") in exchange for GRANTEE providing the health care services described herein. The COUNTY will release the Grant Funds to GRANTEE as soon after the COUNTY's approval of this Agreement as possible. Upon request of the COUNTY, the GRANTEE shall submit any and all documentation, including sufficient detail, for a proper pre-audit and post-audit of Grant Funds and expenditure thereof to be conducted. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2023. The GRANTEE understands and agrees that this Agreement does not entitle it to any amount from the COUNTY in excess of the Grant Funds as set forth herein.

SECTION 4. PROVISION OF HEALTH CARE SERVICES.

GRANTEE shall utilize the Grant Funds to fund direct financial assistance with medical needs and health services for children and parents/guardians diagnosed with serious illnesses or facing serious injuries. In the event it is determined, at any time during the Term of this Agreement or the record retention period set forth in the Auditing, Records and Retention Section hereof, that GRANTEE has failed to utilize the Grant Funds to provide healthcare services in Highlands County, GRANTEE shall immediately return the Grant Funds to the COUNTY upon written demand for the same. Failure of the GRANTEE to reimburse said improperly used Grant Funds upon demand by the COUNTY may disqualified GRANTEE from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay such improperly used Grant Funds.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

A. It is understood that the GRANTEE 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 healthcare services required herein.

B. The GRANTEE will ensure that all of its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein when providing services pursuant to this Agreement.

C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

D. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. ERRORS IN DISBURSEMENT.

GRANTEE expressly understands and agrees that it will immediately reimburse the COUNTY for any amounts disbursed in error or are in excess of the Grant Funds. Failure to reimburse any amounts disbursed in error may result in the GRANTEE being disqualified from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay any amounts disbursed in error.

SECTION 7. 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 8. 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 9. RELATIONSHIP OF THE PARTIES.

This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of HIGHLANDS COUNTY for any purpose whatsoever.

SECTION 10. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY or Highlands County, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractors, representatives, volunteers, or the like stemming from the Program or this Agreement. The GRANTEE agrees to indemnify, defend and hold the COUNTY and Highlands County harmless from any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals stemming from the

Program or this Agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any insurance coverage amounts maintained and shall survive termination or natural termination of this Agreement.

SECTION 11. BINDING EFFECT.

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

SECTION 12. ASSIGNMENT.

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

SECTION 13. 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.

SECTION 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 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 15. FORCE MAJEURE.

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than HIGHLANDS COUNTY, or any other cause or event beyond the control of and without the fault of either party.

SECTION 16. NOTICE.

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

County:	Highlands County Attn: Laurie Hurner, County Administrator 600 S. Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32801
GRANTEE:	Liz Prendergast Champion for Children Foundation P.O Box 7125 Sebring, Florida 33872

SECTION 17. 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 18. 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 19. PUBLIC RECORDS.

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

SECTION 20. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the GRANTEE 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 GRANTEE, for a period of five (5) years after expiration of the Agreement or until a full COUNTY audit is completed, whichever comes first. The COUNTY shall retain the right to audit the books during

the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

SECTION 21. ANTI-DISCRIMINATION.

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by Highlands County in connection with any aspect of the Grant Funds or this Agreement.

SECTION 22. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the GRANTEE 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 GRANTEE 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 of its employees as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the GRANTEE stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 Highlands County without regard to any notice otherwise required herein. In the event Highlands County incurs costs as a result of the GRANTEE'S breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from Highlands 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 23. USE OF COUNTY NAME, LOGO AND/OR SEAL

The GRANTEE may only use Highlands County name, logo and/or seal with the express written permission of Highlands County and consistent with any Highlands County policy related to the same; however, GRANTEE understands and agrees that Highlands County may use the GRANTEE's name associated with the Program and/or the funds provided pursuant to the Program.

SECTION 24. 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.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7th day of November, 2023.

HIGHLANDS COUNTY

Chris Campbell, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

GRANTEE

Print: Liz Prendergast
Title: CEO

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Liz Prendergast, as CEO of Champion for Children Foundation of Highlands County, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 16 day of October, 2023.

(stamp)
Notary Public State of Florida
Chantel Parris
My Commission
HH 241200
EXP. 3/15/2026

Chantel Parris
NOTARY PUBLIC

HEALTH SERVICES GRANT AGREEMENT
BETWEEN HIGHLANDS COUNTY AND CHANGE OF PACE, INC.

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY"), and CHANGE OF PACE, INC., a Florida not for profit corporation, whose address and Employer Identification Number are 4514 Hammock Road Sebring, FL 33872 FEIN 35-2390416 ("GRANTEE").

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WITNESSETH

WHEREAS, at the end of each fiscal year, the Highlands County Hospital District determines the amount of funds which remain following satisfaction of its annual obligations and, thereafter, declares such funds to be surplus; and

WHEREAS, Pursuant to the Laws of Florida, Chapter 04-458, Section 36, the Board of Commissioners of the Highlands County Hospital District may transfer such surplus funds to Highlands County to be used exclusively for health services in Highlands County; and

WHEREAS, at the end of each fiscal year the Highlands County Hospital District accepts applications from non-profit organizations seeking to receive grant support, from such surplus funds, to provide health services in Highlands County; and

WHEREAS, in transferring such surplus funds to Highlands County, the Highlands County Hospital District also provides recommendations for the distribution of the surplus funds based on the grant applications it receives; and

WHEREAS, GRANTEE submitted an application to the Highlands County Hospital District to receive grant support for the provision of health services in Highlands County; and from the surplus funds; and

WHEREAS, the COUNTY has determined that the GRANTEE has agreed to provide health services in Highlands County; thus, it desires to provide a monetary grant award to the GRANTEE pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall extend for One year (1) from the date of execution by Highlands County.

SECTION 3. GRANT AWARD FUNDING.

The COUNTY agrees to pay GRANTEE the amount of **Twelve Thousand Dollars ($12,000)** ("Grant Funds") in exchange for GRANTEE providing the health care services described herein. The COUNTY will release the Grant Funds to GRANTEE as soon after the COUNTY's approval of this Agreement as possible. Upon request of the COUNTY, the GRANTEE shall submit any and all documentation, including sufficient detail, for a proper pre-audit and post-audit of Grant Funds and expenditure thereof to be conducted. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2023. The GRANTEE understands and agrees that this Agreement does not entitle it to any amount from the COUNTY in excess of the Grant Funds as set forth herein.

SECTION 4. PROVISION OF HEALTH CARE SERVICES.

GRANTEE shall utilize the Grant Funds to fund program services to the caregivers of Highlands County that care for those that have Alzheimer's or another dementia. In the event it is determined, at any time during the Term of this Agreement or the record retention period set forth in the Auditing, Records and Retention Section hereof, that GRANTEE has failed to utilize the Grant Funds to provide healthcare services in Highlands County, GRANTEE shall immediately return the Grant Funds to the COUNTY upon written demand for the same. Failure of the GRANTEE to reimburse said improperly used Grant Funds upon demand by the COUNTY may disqualified GRANTEE from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay such improperly used Grant Funds.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

A. It is understood that the GRANTEE 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 healthcare services required herein.

B. The GRANTEE will ensure that all of its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein when providing services pursuant to this Agreement.

C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

D. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. ERRORS IN DISBURSEMENT.

GRANTEE expressly understands and agrees that it will immediately reimburse the COUNTY for any amounts disbursed in error or are in excess of the Grant Funds. Failure to reimburse any amounts disbursed in error may result in the GRANTEE being disqualified from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay any amounts disbursed in error.

SECTION 7. 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 8. 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 9. RELATIONSHIP OF THE PARTIES.

This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of HIGHLANDS COUNTY for any purpose whatsoever.

SECTION 10. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY or Highlands County, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractors, representatives, volunteers, or the like stemming from the Program or this Agreement. The GRANTEE agrees to indemnify, defend and hold the COUNTY and Highlands County harmless from any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals stemming from the

Program or this Agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any insurance coverage amounts maintained and shall survive termination or natural termination of this Agreement.

SECTION 11. BINDING EFFECT.

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

SECTION 12. ASSIGNMENT.

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

SECTION 13. 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.

SECTION 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 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 15. FORCE MAJEURE.

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than HIGHLANDS COUNTY, or any other cause or event beyond the control of and without the fault of either party.

SECTION 16. NOTICE.

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

County:	Highlands County Attn: Laurie Hurner, County Administrator 600 S. Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32801
GRANTEE:	Cora Schwingel Change of Pace, Inc. 4514 Hammock Road Sebring, FL 33872

SECTION 17. 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 18. 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 19. PUBLIC RECORDS.

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

SECTION 20. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the GRANTEE 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 GRANTEE, for a period of five (5) years after expiration of the Agreement or until a full COUNTY audit is completed, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty

(60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

SECTION 21. ANTI-DISCRIMINATION.

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by Highlands County in connection with any aspect of the Grant Funds or this Agreement.

SECTION 22. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the GRANTEE 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 GRANTEE 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 of its employees as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the GRANTEE stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 Highlands County without regard to any notice otherwise required herein. In the event Highlands County incurs costs as a result of the GRANTEE'S breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from Highlands 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 23. USE OF COUNTY NAME, LOGO AND/OR SEAL

The GRANTEE may only use Highlands County name, logo and/or seal with the express written permission of Highlands County and consistent with any Highlands County policy related to the same; however, GRANTEE understands and agrees that Highlands County may use the GRANTEE's name associated with the Program and/or the funds provided pursuant to the Program.

SECTION 24. 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.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7th day of November, 2023.

HIGHLANDS COUNTY

Chris Campbell, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

GRANTEE

Print: Cora Schwungel
Title: Administrator

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Cora Schwungel, as Administrator of Change of Pace, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced FL Drivers License as identification, and who did/did not take an oath this 12 day of October, 2023.

(stamp)
SHAWANNA CRATIC-DUNCAN
MY COMMISSION # HH 018030
EXPIRES: November 4, 2024
Bonded Thru Notary Public Underwriters

Shawanna Cratic Duncan
NOTARY PUBLIC

HEALTH SERVICES GRANT AGREEMENT
BETWEEN HIGHLANDS COUNTY AND RIDGE AREA ARC, INC.

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY"), and RIDGE AREA ARC, INC., a Florida not for profit corporation, whose address and Employer Identification Number are 4352 Independence Street, Avon Park, FL 33825; FEIN 59-0829984 ("GRANTEE").

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WITNESSETH

WHEREAS, at the end of each fiscal year, the Highlands County Hospital District determines the amount of funds which remain following satisfaction of its annual obligations and, thereafter, declares such funds to be surplus; and

WHEREAS, Pursuant to the Laws of Florida, Chapter 04-458, Section 36, the Board of Commissioners of the Highlands County Hospital District may transfer such surplus funds to Highlands County to be used exclusively for health services in Highlands County; and

WHEREAS, at the end of each fiscal year the Highlands County Hospital District accepts applications from non-profit organizations seeking to receive grant support, from such surplus funds, to provide health services in Highlands County; and

WHEREAS, in transferring such surplus funds to Highlands County, the Highlands County Hospital District also provides recommendations for the distribution of the surplus funds based on the grant applications it receives; and

WHEREAS, GRANTEE submitted an application to the Highlands County Hospital District to receive grant support for the provision of health services in Highlands County; and from the surplus funds; and

WHEREAS, the COUNTY has determined that the GRANTEE has agreed to provide health services in Highlands County; thus, it desires to provide a monetary grant award to the GRANTEE pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall extend for One year (1) from the date of execution by Highlands County.

SECTION 3. GRANT AWARD FUNDING.

The COUNTY agrees to pay GRANTEE the amount of **Forty Six Thousand and Five Hundred Dollars ($46,500)** ("Grant Funds") in exchange for GRANTEE providing the health care services described herein. The COUNTY will release the Grant Funds to GRANTEE as soon after the COUNTY's approval of this Agreement as possible. Upon request of the COUNTY, the GRANTEE shall submit any and all documentation, including sufficient detail, for a proper pre-audit and post-audit of Grant Funds and expenditure thereof to be conducted. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2023. The GRANTEE understands and agrees that this Agreement does not entitle it to any amount from the COUNTY in excess of the Grant Funds as set forth herein.

SECTION 4. PROVISION OF HEALTH CARE SERVICES.

GRANTEE shall utilize the Grant Funds to fund the Community Care Transitions Program to provide early medical intervention In the event it is determined, at any time during the Term of this Agreement or the record retention period set forth in the Auditing, Records and Retention Section hereof, that GRANTEE has failed to utilize the Grant Funds to provide healthcare services in Highlands County, GRANTEE shall immediately return the Grant Funds to the COUNTY upon written demand for the same. Failure of the GRANTEE to reimburse said improperly used Grant Funds upon demand by the COUNTY may disqualified GRANTEE from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay such improperly used Grant Funds.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

A. It is understood that the GRANTEE 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 healthcare services required herein.

B. The GRANTEE will ensure that all of its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein when providing services pursuant to this Agreement.

C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

D. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. ERRORS IN DISBURSEMENT.

GRANTEE expressly understands and agrees that it will immediately reimburse the COUNTY for any amounts disbursed in error or are in excess of the Grant Funds. Failure to reimburse any amounts disbursed in error may result in the GRANTEE being disqualified from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay any amounts disbursed in error.

SECTION 7. 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 8. 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 9. RELATIONSHIP OF THE PARTIES.

This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of HIGHLANDS COUNTY for any purpose whatsoever.

SECTION 10. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY or Highlands County, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractors, representatives, volunteers, or the like stemming from the Program or this Agreement. The GRANTEE agrees to indemnify, defend and hold the COUNTY and Highlands County harmless from any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals stemming from the

Program or this Agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any insurance coverage amounts maintained and shall survive termination or natural termination of this Agreement.

SECTION 11. BINDING EFFECT.

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

SECTION 12. ASSIGNMENT.

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

SECTION 13. 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.

SECTION 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 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 15. FORCE MAJEURE.

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than HIGHLANDS COUNTY, or any other cause or event beyond the control of and without the fault of either party.

SECTION 16. NOTICE.

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

County:	Highlands County Attn: Laurie Hurner, County Administrator 600 S. Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32801
GRANTEE:	Kathleen Border Ridge Area, Inc. 4352 Independence Street Avon Park, FL 33825

SECTION 17. 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 18. 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 19. PUBLIC RECORDS.

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

SECTION 20. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the GRANTEE 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 GRANTEE, for a period of five (5) years after expiration of the Agreement or until a full COUNTY audit is completed, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty

(60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

SECTION 21. ANTI-DISCRIMINATION.

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by Highlands County in connection with any aspect of the Grant Funds or this Agreement.

SECTION 22. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the GRANTEE 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 GRANTEE 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 of its employees as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the GRANTEE stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 Highlands County without regard to any notice otherwise required herein. In the event Highlands County incurs costs as a result of the GRANTEE'S breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from Highlands 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 23. USE OF COUNTY NAME, LOGO AND/OR SEAL

The GRANTEE may only use Highlands County name, logo and/or seal with the express written permission of Highlands County and consistent with any Highlands County policy related to the same; however, GRANTEE understands and agrees that Highlands County may use the GRANTEE's name associated with the Program and/or the funds provided pursuant to the Program.

SECTION 24. 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.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7th day of November, 2023.

HIGHLANDS COUNTY

Chris Campbell, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

GRANTEE

Print: Kathleen Border
Title: CEO

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Kathleen Border, as CEO of Ridge Area, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced known as identification, and who did/did not take an oath this 12 day of October, 2023.

(stamp)

TONJA WEED
Notary Public-State of Florida
Commission # GG 969284
My Commission Expires
April 28, 2024

NOTARY PUBLIC

HEALTH SERVICES GRANT AGREEMENT
BETWEEN HIGHLANDS COUNTY AND SAMARITAN'S TOUCH CARE CENTER, INC.

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY"), and SAMARITAN'S TOUCH CARE CENTER, INC., a Florida not for profit corporation, whose address and Employer Identification Number are 3015 Herring Avenue, Sebring, FL 33870, FEIN 02-0773338 ("GRANTEE").

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WITNESSETH

WHEREAS, at the end of each fiscal year, the Highlands County Hospital District determines the amount of funds which remain following satisfaction of its annual obligations and, thereafter, declares such funds to be surplus; and

WHEREAS, Pursuant to the Laws of Florida, Chapter 04-458, Section 36, the Board of Commissioners of the Highlands County Hospital District may transfer such surplus funds to Highlands County to be used exclusively for health services in Highlands County; and

WHEREAS, at the end of each fiscal year the Highlands County Hospital District accepts applications from non-profit organizations seeking to receive grant support, from such surplus funds, to provide health services in Highlands County; and

WHEREAS, in transferring such surplus funds to Highlands County, the Highlands County Hospital District also provides recommendations for the distribution of the surplus funds based on the grant applications it receives; and

WHEREAS, GRANTEE submitted an application to the Highlands County Hospital District to receive grant support for the provision of health services in Highlands County; and from the surplus funds; and

WHEREAS, the COUNTY has determined that the GRANTEE has agreed to provide health services in Highlands County; thus, it desires to provide a monetary grant award to the GRANTEE pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall extend for One year (1) from the date of execution by Highlands County.

SECTION 3. GRANT AWARD FUNDING.

The COUNTY agrees to pay GRANTEE the amount of **Ninety-One Thousand and Five Hundred Dollars ($91,500)** ("Grant Funds") in exchange for GRANTEE providing the health care services described herein. The COUNTY will release the Grant Funds to GRANTEE as soon after the COUNTY's approval of this Agreement as possible. Upon request of the COUNTY, the GRANTEE shall submit any and all documentation, including sufficient detail, for a proper pre-audit and post-audit of Grant Funds and expenditure thereof to be conducted. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2023. The GRANTEE understands and agrees that this Agreement does not entitle it to any amount from the COUNTY in excess of the Grant Funds as set forth herein.

SECTION 4. PROVISION OF HEALTH CARE SERVICES.

GRANTEE shall utilize the Grant Funds to fund direct delivery of free primary and specialized medical care (including the provision of dental and vision care and free prescription medications) to uninsured and financially disadvantaged patients In the event it is determined, at any time during the Term of this Agreement or the record retention period set forth in the Auditing, Records and Retention Section hereof, that GRANTEE has failed to utilize the Grant Funds to provide healthcare services in Highlands County, GRANTEE shall immediately return the Grant Funds to the COUNTY upon written demand for the same. Failure of the GRANTEE to reimburse said improperly used Grant Funds upon demand by the COUNTY may disqualified GRANTEE from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay such improperly used Grant Funds.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

A. It is understood that the GRANTEE 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 healthcare services required herein.

B. The GRANTEE will ensure that all of its employees, agents, sub-GRANTEEs, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein when providing services pursuant to this Agreement.

C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

D. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. ERRORS IN DISBURSEMENT.

GRANTEE expressly understands and agrees that it will immediately reimburse the COUNTY for any amounts disbursed in error or are in excess of the Grant Funds. Failure to reimburse any amounts disbursed in error may result in the GRANTEE being disqualified from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay any amounts disbursed in error.

SECTION 7. 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.

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This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of HIGHLANDS COUNTY for any purpose whatsoever.

SECTION 10. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY or Highlands County, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractors, representatives, volunteers, or the like stemming from the Program or this Agreement. The GRANTEE agrees to indemnify, defend and hold the COUNTY and Highlands County harmless from any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors,

representatives, volunteers, or the like through and including any appeals stemming from the Program or this Agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any insurance coverage amounts maintained and shall survive termination or natural termination of this Agreement.

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

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SECTION 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 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.

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SECTION 16. NOTICE.

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

County:	Highlands County Attn: Laurie Hurner, County Administrator 600 S. Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32801
GRANTEE:	William Stephenson Samaritan's Touch Care Center 3015 Herring Avenue Sebring, FL 33870

SECTION 17. 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 18. 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.

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

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In the performance of this Agreement, the GRANTEE 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 GRANTEE, for a period of five (5) years after expiration of the Agreement or until a full COUNTY audit is completed, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act,

chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

SECTION 21. ANTI-DISCRIMINATION.

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by Highlands County in connection with any aspect of the Grant Funds or this Agreement.

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Pursuant to Florida Statutes, Section 448.095, the GRANTEE 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 GRANTEE 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 of its employees as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the GRANTEE stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 Highlands County without regard to any notice otherwise required herein. In the event Highlands County incurs costs as a result of the GRANTEE'S breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from Highlands 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 23. USE OF COUNTY NAME, LOGO AND/OR SEAL

The GRANTEE may only use Highlands County name, logo and/or seal with the express written permission of Highlands County and consistent with any Highlands County policy related to the same; however, GRANTEE understands and agrees that Highlands County may use the GRANTEE's name associated with the Program and/or the funds provided pursuant to the Program.

SECTION 24. 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.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7th day of November, 2023.

HIGHLANDS COUNTY

Chris Campbell, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

GRANTEE

William Stephenson

Print: William Stephenson

Title: Executive Director

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of William Stephenson, as Executive Director of Samaritans Touch Care Center, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 19th day of October, 2023.

(stamp) TINA N. WALKER
Commission # HH 189700
Expires February 19, 2026
Bonded Thru Budget Notary Services

Tina N. Walker
NOTARY PUBLIC

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

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

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of October 19, 2023.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal_Long_Range_Log.docx

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
1	Hospital sale issues	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	
	Update to Administrative Code regarding confirmation of upper management positions	
	HL Bishop Park commercial water vessel RFLOI	
	Resolution authorizing County Administrator/Chairman to issue certain letters of support and grant applications	
	Various Assessment Resolutions for FY 23-24	
N/A	Update of all County policies which are not codified in a manual	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 7, 2023

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: November 7, 2023

PRESENTER:

SUBJECT/TITLE: Board payables from to October 17, 2023, to November 6, 2023

Attachments: